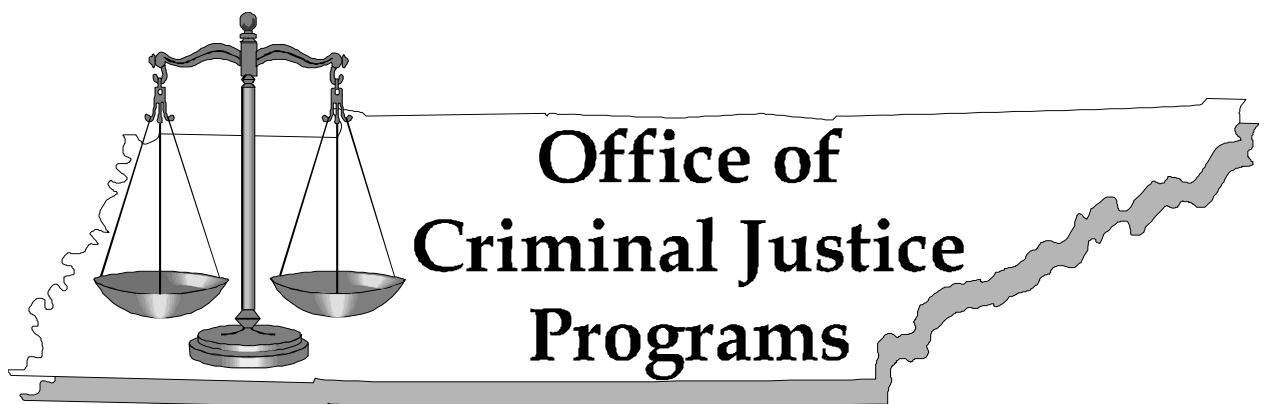


# ***TENNESSEE***

## ***Office of Criminal Justice Programs***

### ***FORMULA GRANT***

# ***ADMINISTRATIVE MANUAL***



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Department of Finance and Administration  
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Nashville, Tennessee 37243-1700

# OCJP ADMINISTRATIVE GRANT MANUAL

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# OCJP ADMINISTRATIVE GRANT MANUAL

## INTRODUCTION

This document is provided for use by all subrecipient staff receiving grant funds administered by the Tennessee Office of Criminal Justice Programs (OCJP). This Guide is to serve as reference for the financial and programmatic requirements/responsibilities of projects funded through the OCJP:

The following are Federal grants administered by the Office of Criminal Justice Programs. These grants are awarded to numerous subrecipients throughout Tennessee.

### **Edward Byrne JAG Memorial Grants (CFDA # 16.738):**

The purpose of the Byrne/JAG Formula Grant Program is to counter the violent crime and the threat of violent crime which has seriously eroded the quality of life for all citizens. Byrne/JAG Formula Grant Programs are intended to allow states to broaden their strategies in addressing both drug and violent crime issues. To assist in the accomplishment of this task, Congress and the executive branch have established National priorities for responding aggressively and effectively to violent crime, and reducing drug trafficking and abuse. These priorities include:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment programs
- Planning, evaluation and technology improvement programs

Using the National Priorities as a guide, Tennessee has identified specific needs and gaps. To address these areas of need OCJP has developed, with input from public hearings, statewide surveys and state level planning groups, six state priority areas. These priority areas include Offender Apprehension, Community Based Services, Court Support, Criminal Justice Records Improvement, Victim Advocacy, and Offender Rehabilitation. These priority areas allow Tennessee to prioritize program development in the areas of prevention, law enforcement, adjudication, corrections, treatment and information systems and technology improvement.

Tennessee had developed specific program areas to respond to these six state priorities. Under these specific programs Tennessee funds approximately 100-120 individual projects annually. The specific program areas include the following:

- Multi-Jurisdictional Drug and Violent Crime Task Force
- Response to Gang Activities
- Pre-Trial Service Delivery
- Special Prosecution Programs
- Criminal Justice Information Systems
- Domestic/Family Violence Training Program
- Victim/Witness Program

- Correctional Treatment
- Prison/Jail Industries
- Community Crime Prevention

(See Byrne/JAG [Appendix A](#) - Legislative Authority)

**Family Violence Shelter Programs (CFDA # 93.671):** The Family Violence Shelter Program provides immediate shelter and related assistance to victims of family violence and their dependents. States must give emphasis to the support of community-based projects of demonstrated effectiveness carried out by non-profit organizations, particularly those projects where the primary purpose is to operate shelters for victims of family violence, and those which provide counseling, advocacy, and self-help services to victims and their children. Shelter Programs must provide the following eight (8) core components:

- safe confidential shelter
- 24 hour crisis hot-line
- counseling
- advocacy
- transportation
- community education
- referral
- follow-up

(See FVS [Appendix A](#) -Legislative Authority)

**STOP Violence Against Women Formula Grants (CFDA # 16.588):** The purpose of the STOP Violence Against Women Grant Program is to assist state agencies, units of local government, and nonprofit organizations in carrying out specific projects which offer a high probability of improving the functioning of the criminal justice system. This grant program provides funding for projects that assist in efforts to reduce violence against women **and men**, specifically domestic violence, sexual assault and stalking.

(See STOP [Appendix A](#) - Legislative Authority)

STOP Grants promote a coordinated, multidisciplinary approach to improving the criminal justice system's response to violence against women. This approach envisions a partnership among law enforcement, prosecution, the courts, victim advocates and service providers to ensure victim safety and offender accountability.

Tennessee must allocate STOP Program funds as follows:

- 25% support law enforcement programs,
- 25% to prosecution programs,
- 30% to nonprofit, nongovernmental victim services programs,
- 5% to court programs, and
- 15% to further support law enforcement, prosecution, court or victim services programs at the state's discretion.

STOP-funded programs must address one or more of the following purpose areas:

- Training law enforcement officers and prosecutors to more effectively identify and respond to violent crimes against women;
- Developing, training, or expanding specialized units of law enforcement officers and prosecutors targeting violent crimes against women;
- Developing and implementing more effective police and prosecution policies, protocols, orders, and services specifically dedicated to identifying, and responding to violent crimes against women;
- Developing, installing, or expanding data collection and communication systems linking police, prosecutors, and courts or that are designed to identify and track arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women;
- Developing, enlarging, or strengthening victim service programs, including sexual assault and domestic violence programs;
- Developing, enlarging, or strengthening programs addressing stalking;
- Developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women.
- Supporting statewide, multidisciplinary efforts to coordinate the response of law enforcement, prosecution, courts, and victim services to sexual assault, domestic violence, dating violence, and stalking.
- Training sexual assault forensic medical personnel examiners
- Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and victim services to address and recognize the needs and circumstances of older and disabled individuals who are victims of domestic violence and sexual assault.
- Providing assistance to victims of domestic violence and sexual assault in immigration matters.

**Victims of Crime Assistance Grants (CFDA # 16.575):** The purpose of the Victims of Crime Act (VOCA) is to provide high quality services that directly improve the health and well being of victims of crime with priority given to victims of child abuse, domestic violence, sexual assault and services for previously underserved victims. Tennessee must allocate a minimum of 10% to each of the four priority areas each fiscal year (See VOCA [Appendix A](#) -Legislative Authority)

For the purpose of these Programs Guidelines, services are defined as those efforts that:

1. respond to the emotional and physical needs of crime victims;
2. assist primary and secondary victims of crime to stabilize their lives after victimization;
3. assist victims to understand and participate in the criminal justice system, provide victims of crime with a measure of safety and security such as boarding up broken windows and replacing or repairing locks.

A program is considered eligible under VOCA if it:

- is operated by a public agency or a nonprofit organization, or a combination of such agencies or organizations or both such agencies and organizations, and provides services to victims of crime;

- Demonstrates a record of providing effective services to victims of crime and substantial financial support from nonfederal sources;
- Utilizes volunteers in providing such services, unless and to the extent the chief executive determines that compelling reasons exist to waive this requirement;
- Promotes within the community served coordinated public and private efforts to aid crime victims, and
- Assists potential recipients in seeking crime victim compensation benefits.

**Residential Substance Abuse Treatment for State Prisoners Grants (CFDA # 16.593):** The Violent Crime Control and Law Enforcement Act of 1994 establishes a program of federal grants administered by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. This program, known as Residential Substance Abuse Treatment for State Prisoners (RSAT), assists states and units of local government in developing and implementing residential substance abuse treatment programs within State and local correctional and detention facilities. (See [RSAT Appendix A](#) -Legislative Authority)

This guide is not intended to replace more detailed technical assistance available from the staff of OCJP. Subrecipient staff is encouraged to address questions or concerns regarding the subject matter in this guide or other issues to OCJP staff. (See OCJP [Appendix A](#) – Fact Sheet)

This Guide incorporates by reference the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. These circulars and common rules include the following:

Reference: U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller, Financial Guide. Web address: <http://www.ojp.usdoj.gov/FinGuide/>

## **Circulars and Common Rules**

### **OMB CIRCULARS:**

|   |   |
|---|---|
| <b>Administrative Requirements:</b>       |   |
| <a href="#"><u>OMB Circular A-102</u></a> | "Grants and Cooperative Agreements with State and Local Governments".   |
| <a href="#"><u>OMB Circular A-110</u></a> | "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (codified at 28 CFR Part 70). |
| <b>Cost Principles:</b>                   |   |
| <a href="#"><u>OMB Circular A-21</u></a>  | "Cost Principles for Educational Institutions," (codified at 28 CFR Part 66, by reference).   |
| <a href="#"><u>OMB Circular A-87</u></a>  | "Cost Principles for State, Local, and Indian Tribal Governments," (codified at 28 CFR Part 66, by reference).  |
| <a href="#"><u>OMB Circular A-122</u></a> | "Cost Principles for Nonprofit Organizations" (codified at 28 CFR Part 66, by reference)  |
| <b>Audit Requirements:</b>                |   |

|   |  |
|---|--|
| <a href="#"><u>OMB Circular A-133</u></a> | "Audits of States, Local Governments and Nonprofit Institutions," (codified at CFR Part 66 & Part 70). |
|---|--|

#### **GOVERNMENT-WIDE COMMON RULES:**

**"Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments,"** (codified at 28 CFR Part 66). (Grants Management Common Rule for State and Local Units of Governments).

**"Government-wide Debarment and Suspension (Non-procurement)"** (codified at 28 CFR Part 67) and **"Government-wide Requirements for Drug-free Workplace (Grants)"** (codified at 28 CFR Part 83).

**"New Restrictions on Lobbying"** (codified at 28 CFR Part 69).

For additional information on grants management and to obtain copies of current circulars, please visit the OMB website at [www.whitehouse.gov/OMB/grants/index.html](http://www.whitehouse.gov/OMB/grants/index.html).

Reference: U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller, Financial Guide Web Address: <http://www.ojp.usdoj.gov/finguide/>

Tennessee Comptroller of the Treasury, Division of Municipal Audit, Accounting and Financial Reporting for Not-For-Profit Recipients of Grant Funds in Tennessee  
WebAddress: <http://www.comptroller.state.tn.us/ma/finreptmanual.htm>

# CHAPTER I

## PREAWARD REQUIREMENTS

### A. APPLICATION PROCESS

The Office of Criminal Justice Programs (OCJP) application announcement routinely occurs each State fiscal year usually in the spring (March, April).

### B. ELIGIBILITY REQUIREMENTS

For a detailed description of Grant Specific eligibility requirements please proceed to the following guides.

**BYRNE/JAG**

(Grant Specific BYRNE/JAG Chapter I)

**FAMILY VIOLENCE SHELTERS**

(Grant Specific Family Violence Shelters Chapter I)

**STOP** (Grant Specific STOP Chapter I)

**VOCA** (Grant Specific VOCA Chapter I)

**RSAT** (Grant Specific RSAT Chapter I)

### C. SUBRECIPIENT APPLICATION ANNOUNCEMENT

Informational meetings may be scheduled by OCJP to disseminate information about the application process. Announcements of meetings are mailed approximately 30 days in advance and meeting places will be located across the state to allow potential subrecipients an opportunity to ask questions, receive technical assistance, and receive an application packet. Potential subrecipients unable to attend an informational meeting may request an application packet by mail.

### D. CERTIFIED ASSURANCES

The OCJP application consists of narrative application and budget and must include the following federal assurances:

- 1. Non-Discrimination Requirements:** The potential subrecipient must assure and certify that they comply with all applicable civil rights non-discrimination requirements as set forth in the application packet. In the event that a Federal or State court or Federal or State Administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex or disability against a subrecipient, a copy of such findings must be forwarded to the office for Civil Rights, Office of Justice Programs.
- 2. Application Review:** The OCJP shall obtain credit reports on any applicant where there is reason to believe that performance is substandard or there is evidence of financial irregularities.



3. **Federal Debt:** (OMB Circular A-129): OCJP holds subrecipients accountable for any overpayment, audit disallowance, or any other breach of award that results in a debt owed to F&A/OCJP involving Federal Grant money. The Federal Debt Collection Act of 1996 states that if, after written notification, grantee payments continue to be delinquent, the debt will be referred to a collection agency for further action. The State shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to State requirements and the Federal Claims Collection Standards and [OMB Circular A-129](#).
4. **Debarment and Suspension Certification:** This certification must be submitted with any grant application. This government-wide common rule for debarment and suspension provides guidance or requirements that subrecipients shall meet in order to receive Federal funds.
5. **Drug-Free Workplace Certification:** This certification must be submitted with any grant application. The government-wide common rule for debarment and suspension and drug-free workplace, 28 CFR Part 67 provides guidance on requirements that subrecipients shall meet in order to receive Federal funds or, in the case of a recipient who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a subrecipient makes a false certification, the subrecipient is subject to suspension, termination, and debarment.

Sub Part F of 28 CFR part 67 implements the statutory requirements of the Drug-Free Workplace Act of 1989. All subrecipients receiving awards from any federal agency's shall certify to that agency that they will maintain a drug-free work place.

- a. OCJP shall submit a drug-free workplace certification to the Bureau of Justice Assistance and shall be responsible for obtaining a drug-free workplace certification from each State agency that is sub-awarded funds. Subrecipients who are not State agencies are not required to submit a drug-free workplace certification.
- b. There are two different certifications: one for individuals and one for organizations. The individual subrecipient certifies that he or she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in conducting any activity with the award. The organizational subrecipient certifies that it will provide a drug-free workplace by:
  - (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient's workplace and specifically the actions that will be taken against employees for violation of such prohibition.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) The dangers of drug abuse in the workplace;

- (b) The subrecipient's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (3) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the employer's statement about drugs in the workplace.
- (4) Notifying the employee that, as a condition of employment under the award, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer of any criminal statute conviction for a violation occurring in the workplace not later than five days after such a conviction.
- (5) Notifying OCJP within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- (6) Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such proposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Making a good faith effort to continue to maintain a drug-free workplace.

**To summarize, the drug-free workplace common rule requires that ONLY direct recipients of Federal awards certify they will comply with the drug-free workplace common rule. There is no dollar threshold for certification.**

- 6. **Lobbying Certification:** This certification must be submitted with any grant application. The Department of Justice's (DOJ) codification of the government-wide common rule for restrictions on lobbying, 28 CFR Part 69, provides guidance on requirements that recipients shall meet in order to receive Federal funds.

The following restrictions on lobbying are applicable to all subrecipients (in addition to the restrictions imposed by recent revisions to 18 U.S.C. Sec 1913). Interim Final Guidance for New Restrictions on Lobbying was published in the Federal Register in December 1989. The Lobbying Disclosure Act of 1995 included amendments that have an impact on the guidance provided in 1989. Per 31 USC §1352, the restrictions on lobbying are as follows:

- a. No federally-appropriated funds may be expended by the recipient of a Federal award, cooperative agreement, or contract to pay a person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
- b. Each person who requests or receives from an agency an initial Federal contract, award, or cooperative agreement (including subcontracts, subawards, and contracts under cooperative agreements) exceeding \$100,000 shall file with that agency a certification regarding lobbying. The certification shall be submitted to the agency making the award. Each person is certifying that:
  - (1) They have not made, and will not make, any payment for a lobbying activity.
  - (2) If any non-Federal funds have been paid or will be paid to any person, they will complete and submit a "Disclosure of Lobbying Activities" form (Disclosure Form).
  - (3) The language of this certification will be included in their award documents for all subawards at all tiers (including subcontracts, subawards and contracts under awards, and cooperative agreements), and all subrecipients shall certify and disclose accordingly.
  - (4) Each person, if applicable, shall submit the Disclosure Form to the agency making their award. The subrecipient is responsible for reporting lobbying activities of its employees if the employee's tenure is less than 130 working days within one year immediately preceding the date of the subrecipient's application or proposal submission.
  - (5) A subrecipient, who requests or receives Federal funds exceeding \$100,000, shall be required to file with the agency making their award a certification and a Disclosure Form, if applicable. All certifications shall be maintained

by the agency making the award and all Disclosure Forms shall be forwarded from tier to tier until received by the Federal agency making the award. That agency shall forward all Disclosure Forms to the awarding agency. The Disclosure Form shall contain the following information:

- (a) Name and address of reporting entity;
  - (b) Federal program name;
  - (c) Federal award number;
  - (d) Federal award amount; and
  - (e) Name and address of lobbying registrant.
- c. The above requirements DO NOT apply to Federally recognized Indian tribes or tribal organizations, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- d. Each person shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any Disclosure Form previously filed by such persons. Examples of such events are:
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
  - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- e. Penalties and enforcement of lobbying restrictions shall be as follows:
- (1) Any person who makes an expenditure prohibited by the New Restrictions on Lobbying shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
  - (2) Any person who fails to file or amend the Disclosure Form to be filed or amended, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**To summarize, the common rule for lobbying requires certification that subrecipients certify they will comply with the lobbying common rule. The requirement is only for awards made exceeding \$100,000.**

**To comply with the certification requirements provided in the common rules for lobbying, drug-free workplace, and suspension and debarment (so the subrecipients do not have to sign three certifications), they have been combined into OJP Form 4061/6, entitled "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements."**

7. **Equal Employment Opportunity Plan (EEOP) Certification:** This certification must be submitted with any grant application. The government-wide common rule for equal opportunity workplace, 28 CFR Part 42.207 and 42.301 provides guidance on requirements that subrecipients shall meet in order to receive Federal funds or, in the case of a recipient who is an individual, certify to OCJP that his or her conduct of award activity will be delivered in an equitable manner to all segments of the service population. This shall include meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act. If a subrecipient makes a false certification, the subrecipient is subject to suspension, termination, and debarment.
  - a. OCJP shall be responsible for obtaining an EEOP certification from each sub-recipient agency.
  - b. Sub-recipient agencies:
    - (1) certify that the agency will maintain data to ensure that services are provided in an equitable manner to all segments of the service population and
    - (2) certify an EEOP, if required to be written, must be kept on file and submitted to the Department of Justice. (See [OCJP Appendix F](#))
      - a. Agencies whose certification require that an EEOP be on file with the Department of Justice shall forward said copy to Department of Justice, Office of Civil Rights within 45 days of the award.
      - b. certify that the person in this agency or unit of government who is responsible for reporting formal and informal civil rights complaints and/or findings of discrimination will submit these complaints and/or findings, if any, to the Tennessee Office of Criminal Justice Programs within the Department of Finance and Administration within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. [Report Form](#)
    - (3) certify that Services to Limited-English-Proficient (LEP) Persons comply with Title VI of the Civil Rights Act and the Omnibus Crime Control and Safe Streets Act.

- a. Subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs.
- b. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary.
- c. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities.
- d. Subrecipients must document their process to provide meaningful access for LEP persons.
- e. Resources available for meaningful access are in [Appendix O](#) and [http://lep.gov/lep\\_aug2005.pdf](http://lep.gov/lep_aug2005.pdf).

**To summarize, 28 CFR 42.207 and 42.301 requires that ALL recipients of Federal awards, either direct or in-direct, certify they will comply with EEOP requirements. There is no dollar threshold for certification. For assistance in developing an EEOP refer to [www.ojp.usdoj.gov/ocr/seven.htm](http://www.ojp.usdoj.gov/ocr/seven.htm).**

#### **E. POLICY ON MAKING AWARDS**

OCJP will not make an award to any applicant who has an overdue audit or an open audit report where the subrecipient has not attempted to respond or has taken no action to resolve findings. Every applicant for funding is on notice that, unless they are in compliance with the audit requirements, their application may be rejected.

#### **F. AWARD/CONTRACT DOCUMENT**

After completion of the review process subrecipients will receive notice of application outcome. If successful, the subrecipient will receive a grant agreement with all required attachments and special conditions for signature. The award agreement will include the following information:

- Award period
- Award number
- Amount of funding
- Special conditions, as appropriate

All correspondence/forms following a grant award notice should refer to the designated grant award number shown on the Grant Award document.

#### **G. CONFLICT OF INTEREST**

Personnel and other officials connected with agency-funded programs shall adhere to the following requirements:

1. **Advice:** No official or employee of a State or unit of local government or a non-governmental subrecipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally-funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest or less than an arms-length transaction.
2. **Appearance:** In the use of agency project funds, officials or employees of State or local units of government and non-governmental subrecipients shall avoid any action that might result in, or create the appearance of:
  - a. Using his or her official position for private gain;
  - b. Giving preferential treatment to any person;
  - c. Losing complete independence or impartiality;
  - d. Making an official decision outside official channels; or
  - e. Affecting adversely the confidence of the public in the integrity of the government or the program.

For example, where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse him- or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

## CHAPTER II

### ACHIEVEMENT OF OPERATIONAL STATUS

The expectation for accepting an award from OCJP is that the subrecipient will have in place a system that is adequate for carrying out the administrative/financial, as well as the program aspects of the grant award. This includes good communication between the board of directors (if applicable), administrative/financial staff and the program staff. Management should pay particular attention to the budget and expenditure process of the grant award. The subrecipient management has put a great deal of thought into the purpose of the grant, therefore, everyone who works within the grant must be familiar with the fiscal and programmatic aspects of the manual(s) so that the program and funding are managed appropriately

1. **Program and Fiscal Responsibilities:** The subrecipient must establish and maintain program records that assure project activities are in compliance with the approved project narrative. Such records must be readily available for review.
  - a. The subrecipient must establish and maintain fiscal controls and procedures that assure that federal and/or local funds available for the grant program are properly disbursed.
  - b. Funds awarded may be expended only for activities and purposes set forth in the approved project narrative and budget within the approved grant period. (The "grant period" is that period of time listed on the first page of the grant).
  - c. Grant funds must be obligated and expended prior to the termination date of the grant award period. Obligated funds are those funds for which goods or services have been encumbered, such as a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date. These items or services must have been received and there must be an obligation to pay by the end date of the award period.
2. **Operational Timeline:** Each federally funded project not achieving operational status within sixty (60) days of the beginning date of the grant period listed in the grant must submit a letter to the Department of Finance and Administration, Office of Criminal Justice Programs describing steps taken to initiate the project, reasons for delay, and the projected operational date. If operational status is not achieved within ninety (90) days of the beginning date of the grant period, the subrecipient must submit a second letter explaining the additional delay in implementation. The Office of Criminal Justice Programs may, after reviewing the circumstances, can elect to cancel the project and redistribute funds.



3. **Project Director:** This is the individual who will be in direct operational charge of the project. He/she should be a person who combines knowledge and experience in the project area with ability in administration and supervision of personnel. He/she shares responsibility with the financial office for seeing that all expenditures are within the approved budget and ensures that all reporting requirements are met. It is the responsibility of the Project Director to assure that any subrecipient personnel working within the grant-funded project receive copies of all information distributed from the Office of Criminal Justice Programs, to include a copy of the executed current contract. The individual selected as Project Director cannot be the same person who serves as Financial Director for the project. The Office of Criminal Justice Programs **must be notified in writing** within ten (10) days in the event of a change in Project Director.

The Project Director is responsible for ensuring that client files are maintained on each individual receiving direct or contracted services under this grant. If multiple funding sources support a single function (i.e. shelter), the Project Director must be able to delineate which funding source(s) support which service(s) the individual received. The file on each individual should minimally include identifying information about the individual served, services provided and dates of service(s).

4. **Financial Director:** This is the person who will be responsible for fiscal matters relating to the project and is ultimately in charge of accounting, management of funds, verification of expenditures, and grant financial reports (the Financial Director must be someone other than the Project Director, and their primary responsibility is in financial matters). The Office of Criminal Justice Programs must be notified in writing within ten (10) days in the event there is a change in Financial Director.
5. **Authorized Official:** The individual authorized to enter into binding commitments on behalf of the Implementing Agency. This is the person who will sign any contract between your organization and the state.
  - a. **State and local government agencies**, the authorized officials must be Mayors, City Managers, County Executives/Mayors, District Attorneys, or State Commissioners. The Office of Criminal Justice Programs **must be notified in writing** within ten (10) days in the event of a change in Authorized Official.
  - b. **Non-profit agencies**, the authorized official is the individual who will be signing the grant on behalf of the agency governing board. The grant is generally signed by the board chairperson, thus making the board of directors or governing board financially liable for the service program described in the legal agreement. The governing board is a board of directors whose main function is to establish policies and procedures, adopt rules, regulations and by-laws consistent with the purposes of the agency. In some instances, the board will delegate responsibility for signing the

grant to the executive director. In the event the executive director signs the grant, this in no way relinquishes the board from their responsibilities. The Office of Criminal Justice Programs **must be notified in writing** within ten (10) days in the event there is a change in the Authorized Official or the Board Chair even if they were not the Authorized Official signing the grant contract. See OCJP [Appendix N](#) – Governing Board Responsibility.

6. **OCJP Notifications** – Subrecipients must provide written notification to OCJP within ten (10) days from the date of occurrence of any of the following:

- a. Any change of address for authorizing official, project director, or financial director for the grant-funded project
- b. Any lawsuit filed by clients or employees of the implementing agency
- c. Any cessation or interruption of implementation of project activities arising from litigation, loss of staff, or programmatic restructuring
- d. Change in project site or location
- e. Change in, or temporary absence of, project director or financial director
- f. **Change in the name of the person responsible for reporting civil rights findings of discrimination**
- g. Addition of supplies or equipment to project budget not previously identified
- h. Change in scope of programmatic activities or purpose of project
- i. Change in e-mail address of project director, financial director, authorized official or any personnel funded by this grant.
- j. Change in grant funded personnel positions ie: Domestic Violence officers, Victim Witness Coordinators, Attorneys, etc.
- k. Vacancies in all grant funded positions MUST be reported in writing (e- mail, fax, mail) to OCJP within 10 days of the vacancy. All grant funded vacant positions MUST be filled within 45 days of the vacancy. Failure to abide by this requirement may result in the agency losing the position(s) in question. If the position(s) is/are not filled within 45 days, the subrecipient must submit a letter to

OCJP justifying the delay in filling the position and explaining how the program is providing services while the position is vacant.

Once the vacant position(s) is filled the subrecipient agency MUST notify OCJP in writing within 10 days of the following information as it pertains to the new employee(s):

- Position Title
- Name of Employee
- Date Hired
- Salary
- Percent of time allotted to the grant funded project
- Job Description

## CHAPTER III

# FINANCIAL REQUIREMENTS

### A. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

All grant subrecipients are required to establish and maintain grant accounting systems and Financial records to accurately account for funds awarded to them. ([OMB Circular A-87](#), "Cost Principles for State, Local and Indian Tribal Governments." [OMB Circular A-122](#), "Cost Principles for Nonprofit Organizations.")

1. **Accounting Systems:** These records shall include both Federal funds and all matching funds when applicable. Subrecipients shall expend and account for grant funds in accordance with State and local laws and procedures for expending and accounting for their own funds. State and local procedures must ensure compliance with the financial management standards found at 28 CFR Parts 66 and 70.
  - a. Each sub-recipient is responsible for establishing and maintaining an adequate system of accounting and internal controls. Each subrecipient is also responsible for ensuring that an adequate system exists for any subcontractors, when applicable.
  - b. An acceptable and adequate accounting system:
    - (1) Presents and classifies projected historical cost of the grant as required for budgetary evaluation purposes;
    - (2) Provides cost and property control to ensure optimal use of funds;
    - (3) Controls funds and other resources to assure that the expenditure of funds and use of property are in conformance with any general or special conditions that apply to the subrecipient;
    - (4) Meets the prescribed requirements for periodic financial reporting of operations; and
    - (5) Provides financial data for planning, control, measurement, and evaluation of direct and indirect costs.
2. **Accounting Systems Criteria:** The subrecipient is free to use any accounting system that the subrecipient has established if the system meets the following minimum criteria:
  - a. Receipts should be classified by the source of funding, i.e. – the name and number of the grant to which the costs will be charged. As a matter of convenience, subrecipients are encouraged to use

the grant award number assigned to the project by the Office of Criminal Justice Programs, unless currently existing agency coding structures prevents this. If costs attributable to the grant program will include those from sources other than the federal grant, such as match, donations, income earned by the project, or funds from other sources, this should be clearly noted on receipts.

- b. Expenditures should be classified by the budget categories included in the grant application. All expenditure documents, regardless of type, must include the assigned subgrant number. Non-federal matching funds required at the project level must be classified in these same categories.
  - c. Entries in the accounting records should refer to subsidiary records and/or documentation that supports the entry and which can be readily located.
  - d. Each grant should be accounted for separately. Each year of a continuation grant is regarded as coming from a separate fund source and should be accounted for as such. All project records should reflect the grant number listed on the award document. Subrecipients are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis.
  - e. The accounting system must be such as to provide adequate information for the prompt and proper submission of semi-annual and annual financial reports.
  - f. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
  - g. The accounting system should include a system of property records for all equipment (see equipment section).
  - h. All required financial records shall be maintained for three years from the date of the final financial report or until all questions arising from audit have been resolved.
3. **Reporting Irregularities:** The recipient is responsible for promptly notifying OCJP, the Department of Justice, the Federal cognizant audit agency, and the State of Tennessee Comptroller of any illegal acts or irregularities and of proposed and actual actions, if any. Please notify the Office of the Comptroller Customer Services Center at 1-800-458-0786 and the State of Tennessee Comptroller Hotline at 1-800-232-5454 if any irregularities occur illegal acts include:
- a. Conflicts of interest
  - b. Falsification of records or reports
  - c. Misappropriation of funds or other assets

4. **Commingling of Funds:** The accounting systems of all subrecipients must ensure that:
  - a. Agency funds are not commingled with funds from other Federal agencies.
  - b. Commingling funds on either a program-by-program basis or project-by-project basis are prohibited.
  - c. Funds specifically budgeted and/or received for one project may not be used to support another. The subrecipient must establish a system to provide adequate fund accountability for each project.
5. **Supplanting of Funds:** Federal funds must be used to supplement existing funds for program activities and not replace those funds, which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subrecipient will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
6. **Match Requirements:** Federal Grant funds may be used to pay the pre-set percentage of the cost of a project.(see chart below) *The remaining non-federal share must be in cash or in-kind from non-federal funds.* Funds may be used to implement new projects or enhance existing projects. Funds required to pay the non-federal portion of the cost of each project must be in addition to funds that would otherwise be available for the project.

| A         | B               | C                             | D                             |
|-----------|-----------------|-------------------------------|-------------------------------|
| FUND      | TYPE            | FEDERAL REIMBURSEMENT RATE    | MATCH PERCENTAGE              |
| BYRNE/JAG | Cash or in-kind | 75%                           | 25%                           |
| FVS       | Cash or in-kind | 65% first year/80% thereafter | 35% first year/20% thereafter |
| STOP      | Cash or in-kind | 75%                           | 25%                           |
| VOCA      | Cash or in-kind | 80%                           | 20%                           |
| RSAT      | Cash            | 75%                           | 25%                           |

**The formula to be used in calculating match and total cost requirements is:**

Federal Funds divided by Federal Reimbursement Rate = **TOTAL Cost**  
 TOTAL Cost multiplied by Match Percentage =**TOTAL Match Amount**

- a. Funds may be used to implement new projects or enhance existing projects.
- b. Funds required to pay the non-federal portion of the cost of each project for which a grant is made must be in addition to funds that would otherwise be available for the project.

- c. Cash match (hard) includes actual cash spent by the subrecipient for related costs and may be applied from the following sources:
  - (1) Funds from State and local units of government that have a binding commitment of matching funds for programs or projects.
  - (2) Funds contributed from private sources.
  - (3) Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award.
  - (4) Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions of Tribal lands may be used as matching funds.
  - (5) Otherwise authorized by law.
- d. In-kind match may include:
  - (1) Donations of expendable equipment
  - (2) Office supplies
  - (3) Workshop or classroom materials
  - (4) Work space
  - (5) Monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor if the services they provide are an integral and necessary part of a funded project.
    - (a) The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market.
    - (b) Fringe benefits may be included in the valuation.
    - (c) Volunteer services must be documented, and supported by the same methods used by the recipient organization for its own employees.
    - (d) The value of donated space may not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

The basis for determining the value of personal services, materials, equipment and space must be documented.

Each subrecipient organization must utilize a tracking system which clearly shows the source and use of these matching funds, as well as the period during which the funds were utilized in direct support of the project.

7. **Payment Method:** Currently OCJP utilizes either the Journal Voucher process or the Invoice for Reimbursement process as methods of payment:

a. **Journal Vouchers:** This method of payment is used for grants funded to State agencies. This payment method reimburses the subrecipient based upon actual costs incurred by the subrecipient in carrying out the activity of the grant. As the subrecipient incurs costs, those costs are conveyed to the funding source (OCJP) following one of the State of Tennessee Journal Voucher methods described below. Following Journal Voucher processing, deposits (reimbursement) via the recognition of revenue are made to the account of the state subrecipient.

(1) **Centralized Journal Vouchers (Type I)** – The centralized journal voucher method of billing should be followed for **all** funding arrangements that allow for it. This method is the most efficient and cost effective manner of processing interdepartmental billings. In those instances where the billing agency records costs to be billed to another agency in a dedicated cost center, grant, or agency object, the two agencies involved will sign a billing agreement and forward the agreement to the Division of Accounts who will then generate a front-end billing for the two agencies. See OCJP [Appendix M](#) for a further explanation of the Centralized Journal Voucher process and the Agency Agreement for Direct Billing of Expenditures Form.

(2) **Type J** – The manual Type J journal voucher is explained in detail by the Department of Finance and Administration Policy Statement Number 18 detailed in the State of Tennessee Administrative Policies. In accordance with [Policy 18](#), Type J "Billings totaling \$2,500.01 through \$350,000.00 shall be billed at least monthly. Billings totaling more than \$350,000.00 shall submit a completed journal voucher within 5 working days after the expense/expenditure is incurred or the service is rendered." "Billing for less than \$2,500.00 should be held until cumulative billings for a quarter total \$2,500.00." "All billings however small shall be billed quarterly in the month following each quarter end (i.e. billed in October for the July through September quarter)." Type J Journal Vouchers should be submitted to Department of Finance and Administration, Office of Business and Finance, 20<sup>th</sup> Floor William R. Snodgrass Tennessee Tower, 312 8<sup>th</sup> Avenue North, Nashville, TN 37243, [OCJP JV@state.tn.us](mailto:OCJPJV@state.tn.us) Once received, the Journal Voucher is



then processed for payment through the Department of Finance & Administration Office of Business and Finance

- b. **Invoice for Reimbursement:** The invoice is used by non-state agencies to request monthly reimbursement for expenditures incurred by the subrecipient. Subrecipient agencies should invoice monthly, based on expenditures incurred but all subrecipient agencies must request reimbursement at least once per quarter. Funds will be distributed to subrecipients upon receipt of a properly prepared and signed invoice. Funds cannot be disbursed based on budgeted amounts. The expense must have actually occurred before the line item reimbursement can be made. (Please see [OCJP Appendix I](#) for the Invoice Reimbursement Form and Detailed Instructions.) There are two options available for submitting the monthly Invoice for Reimbursement Form, (1) mailing in the paper form, or (2) submitting the form electronically – by e-mail (or diskette if the subrecipient does not have e-mail). Faxed invoices will no longer be accepted. Monthly invoices should be submitted to OCJP INVOICE, Department of Finance and Administration, Office of Business and Finance, 20<sup>th</sup> floor William R. Snodgrass Tennessee Tower, 312 8<sup>th</sup> Avenue North, Nashville, TN 37243, [OCJP\\_INVOICE@state.tn.us](mailto:OCJP_INVOICE@state.tn.us).
  - c. **Accrued Liability:** A State of Tennessee accrued liability process occurs at the end of each state fiscal year (June 30th) and allows non-state agencies an opportunity to receive payment for documented, reimbursable expenses that have not been reimbursed by the State of Tennessee by the time the State's annual conversion period to the new fiscal year occurs. The state's annual conversion period begins approximately July 10th and continues approximately three weeks. During the conversion period, no payments can be made to state grant subrecipients. In preparation for this conversion period, all non-state agencies will receive a notification letter on/or before June 15th of each fiscal year detailing the proper procedures for fiscal year-end processing and payment of invoices. These procedures will include instructions to establish an accrued liability, if needed, by grant subrecipients. The accrued liability process must be followed, if needed, to ensure reimbursement for subrecipient expenses that are non-reimbursed prior to the year-end conversion period.
8. **Obligation of Funds:** An obligation occurs when funds are encumbered, such as a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date and up to the last day of the grant period in the award. Any funds not properly obligated by the subrecipient within the grant award period will lapse and revert back to OCJP. The obligation deadline is the last day of the grant award period unless otherwise stipulated. (Example: If the award period is 7/01/06 to 6/30/07, the obligation deadline is 6/30/07).

## CHAPTER IV

### PROGRAM INCOME PROCEDURES

Program income may be used to supplement project costs or reduce project costs or may be refunded to the Federal government. Program income may only be used for allowable program costs. Unless specified by OCJP, program income should be used as earned and expended as soon as possible.

#### A. **Program Income Defined**

Program income, as described in 28CFR, Part 66.25, means gross income received by the subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. “During the grant period” is the time between the effective date of the award and the ending date of the award.

#### B. **Examples of Program Income and Disposition Requirements and the Policies Governing the Disposition of the Various Types of Program Income**

1. **Addition Method of Handling Program Income:** In the absence of other restrictions on disposition contained within the grant or the terms and conditions of the project, program income shall be added to the funds committed in the grant. The program income shall be used as earned by the subrecipient for any purpose that furthers the broad objectives of the legislation under which the grant was made (i.e., expanding the project or program, continuing the project or program that furthers the broad objectives of the State, obtaining equipment or other assets needed for the project or program, or for other activities that further the statute’s objectives).
2. **Sale of Property:** In the case of real property purchased in part with Federal funds, the subrecipient may be permitted to retain title upon compensating OCJP for its fair share of the property. The Federal share of the property shall be computed by applying the Grant specific percentage of the Federal participation in the total cost of the project for which the project was acquired to the current fair market value of the property.
3. **Royalties:** Subrecipients shall retain all royalties received from copyrights or other works developed under projects or from patents and inventions, unless the terms and conditions of the project provide otherwise, or a specific agreement governing such royalties has been negotiated between OCJP and the subrecipient.
4. **Attorney’s Fees and Costs:** Income received pursuant to a court-ordered award of attorney’s fees or costs, which is received subsequent to completion of the project, is program income to the extent that it represents a reimbursement for attorney’s fees and costs originally paid

under the award. Disposition of such program income is subject to the restrictions on the use of program income set forth in the grant.

5. **Registration/Tuition Fees:** These types of program income shall be treated in accordance with disposition instructions set forth in the project's terms and conditions.
6. **Asset Seizures and Forfeitures:** Income received from the sale of seized and forfeited assets (personal or real property) or the seized and forfeited money shall follow the "Additional Method" of handling program income. The following policies apply to program income from asset seizures and forfeitures:
  - a. Program income, with the approval of the OCJP, may be retained by the entity earning the program income or used by OCJP for the purpose that furthers the objectives of the legislation under which the grant was made.
  - b. States or local units of government, MAY USE PROGRAM INCOME FUNDS FROM SEIZED AND FORFEITURE ASSETS AS MATCH, when assets are adjudicated by a State Court, in accordance with the State law. In addition, State and local units of government MAY use cash received under the equitable sharing program from the non-Federal portion (match) of program costs, as provided for in the guidelines established by the DOJ Asset Forfeiture Office, when the assets are adjudicated by a Federal Court.

**Note:** Fines as a result of law enforcement activities are not considered program income.

#### C. **Accounting for Program Income**

All income generated as a direct result of an agency-funded project shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the grant. Unless specified by OCJP, program income should be used as earned and expended as soon as possible. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. Current program income information for State and Local Government and Educational subrecipients should be reported on the Quarterly Program Income Summary Report. (See [OCJP Appendix L](#)). Current program income information should be reported by Non-profit agency subrecipients on the Policy 03 Tennessee Uniform Subrecipient Reporting For Non-profit Agencies. The program income amount, if any, is reported on line 39 of Schedule B. (See [OCJP Appendix J](#)). If there is no special condition on the grant concerning the accounting for program income after the funding period, then program income can be used at the discretion of the subrecipient.

**Note: State and Local Government and Educational subrecipients who do not generate program income may submit this report form annually 30 days after the end of the fiscal year or end of the grant period.**

## CHAPTER V

# AUDIT REQUIREMENTS

This chapter establishes responsibilities for the audit of organizations receiving Federal funds. The intent of this section is to identify the policies for determining the proper and effective use of public funds rather than prescribed procedures for the conduct of an audit. Subrecipients shall adhere to the audit requirements stated in the contract.

NOTE: Non-profit subrecipients should review audit requirements as specified in *Accounting and Financial Reporting for Not-For-Profit Recipients of Grant Funds in Tennessee* as well as [OMB Circular A-133](#) “Audits of State, Local Government and Nonprofit Institutions.”

### A. Audit Objectives

Awards are subject to conditions of fiscal, program, and general administration to which the subrecipient expressly agrees. Accordingly, the audit objective is to review the subrecipient’s administration of funds and required non-Federal contributions for the purpose of determining whether the subrecipient has:

1. Established an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities. This system should provide reasonable assurance that the organization is managing Federal financial assistance programs in compliance with applicable laws and regulations.
2. Prepared financial statements which are presented fairly, in accordance with generally accepted accounting principles.
3. Submitted financial reports which contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements.
4. Expended Federal funds in accordance with the terms of the contract and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

### B. Audit Reporting Requirements

Independent auditors should follow the requirements prescribed in OMB Circular A-133. If the auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to subrecipient management officials above the level of involvement. The subrecipient, in turn, shall promptly notify OCJP of the illegal acts or irregularities and proposed and actual actions, if any. All subrecipient personnel have the responsibility to inform the Tennessee Comptroller of the Treasury and State and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their area of jurisdiction.

Costs for audits not required or performed in accordance with OMB A-133 are unallowable. If the subrecipient did not expend \$500,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, these costs may not be charged to the grant.

**C. Failure to Comply**

Failure to have audits performed as required may result in the withholding of new awards and/or withholding of funds or change in the method of payment on active grants.

**D. Audit Threshold**

1. Non-Federal entities that expend \$500,000 or more in Federal funds (from all sources including pass-through subawards) in the organization fiscal year (12 month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of OMB Circular A-133.
2. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency.

**E. Due Dates for Audit Reports**

Audits are due (9) months after the close of the fiscal year.

**F. Resolution of Audit Reports**

Timely action on recommendations by responsible management officials is an integral part of the effectiveness of an audit. Each subrecipient shall have policies and procedures for responding to audit recommendations by designating officials responsible for:

1. Follow-up;
2. Maintaining a record of the action taken on recommendations and time schedules for completing corrective action;
3. Implementing audit recommendations;
4. Submitting periodic reports to OCJP on recommendations and actions taken.

**G. Distribution of Audit Reports**

The submission of audit reports for all subrecipients shall be as follows:

1. OCJP
2. Tennessee Comptroller of the Treasury
3. Commissioner of Finance and Administration

OCJP monitors the audit requirements through its audit tracking system and is responsible for tracking audit reports received through the audit process until resolved and closed.

## CHAPTER VI

# PERSONNEL POLICIES AND PROCEDURES

Agency records and accounting systems must include the following components for personnel approved in the project's budget:

### A. Personnel Policies and Procedures

#### 1. The subrecipient must have written personnel policies and procedures with regard to:

- a. Work hours
- b. Holidays, vacations, sick leave, and other leave time
- c. Overtime pay and compensatory time
- d. Termination
- e. Qualifications
- f. Written job descriptions
- g. Training Received
- h. Supervision of Staff
- i. Screening of staff to ensure that children and vulnerable adults are protected. Possible Background Checks could include the following:
  - Sex Offender Registry (TBI Website)
  - Criminal History Check
  - Driving Record Check (if transporting clients)
  - Proof of Liability Insurance (if transporting clients)
- j. **Verification of employee's references.**

Project officials must ensure that employees working on the grant-funded project are not receiving duplicate compensation (i.e., being paid with the grant funds while receiving a salary for the same periods from another source).

Overtime pay must be authorized in the approved budget, or prior written approval must be obtained from OCJP before any overtime is worked. Salary supplements or bonuses, including severance provisions, to subrecipients may not be paid with federal funds without prior OCJP written approval. Personnel working for more than one project must have sufficient records to show an accurate accounting of each project which have hours recorded to them. This can usually be accomplished by having personnel keep a detailed log of their activities for each project. Time sheets must accurately reflect hours spent working in separate programs.

#### 2. **Personnel Costs:** Time and Attendance Records – Accurate time and attendance records are required to be maintained for all personnel whose salary is charged to the project. These records should minimally contain the following information:

- a. Date (day, month and year)
- b. Employee's name
- c. Position title
- d. Total daily hours charged to the project
- e. Employee's signature
- f. Project director's or supervisor's signature
- h. Grant number

The subrecipient may use any form that provides the above information.

3. **Personnel Qualifications:** The narrative section of the grant application includes job descriptions determined by the subrecipient agency which establish the qualifications for each position. If an employee does not meet agency established personnel qualifications, a waiver must be requested from the Office of Criminal Justice Programs. The Office of Criminal Justice Programs must approve prior to employment any staff employee not meeting these requirements. A written waiver of personnel qualifications must be requested prior to the employee's employment. The written request for the waiver must explain the reason(s) for employing a staff person who does not meet the personnel qualifications. If approved, a copy of the request for waiver must be maintained in the employee's personnel file. The waiver request will approve the period of the individual's employment in the position and is applicable to that individual only.

To satisfy the requirement that staff members are qualified for the positions in which they are employed, it is necessary that the agency obtain verification of education prior to employment and/or training. Resumes of former work experience and references for new employees are strongly recommended.

4. **Personnel File Requirements:** Agencies are required to maintain personnel files for all staff employed by grant monies or volunteers associated with this grant. These records should minimally contain the following information:
  - a. **Documentation of verified** character/employment references
  - b. An agency application
  - c. A signed release of information
  - d. Job description
  - e. Documentation of training/certification received such as the topic, presenter, length of training, dates
  - f. Documentation of minimum qualifications
  - g. Documentation of background checks

For RSAT specific personnel requirements see [RSAT Chapter IV](#).

**For specific volunteer requirements for VOCA** see [VOCA Chapter II](#).

## CHAPTER VII

# REPORTING REQUIREMENTS

All subrecipients are responsible for periodic reporting on their projects to OCJP. The following are required generic reports.

A. **Policy 03 Quarterly Expense and Revenue Report (Non-profit Agencies Only)**

This report consists of the Program Expense Report (Schedule A), the Program Revenue Report (Schedule B), and the Final Program Expense Summary Page (Schedule C). Schedule A is used for submitting detailed and total expense budgets and for detailed and total expense reports. Scheduled B is used for submitting revenue budgets and for revenue reports by source with reconciliation between total expense and reimbursable expenses. Program Income, if any, is reported on line 39 of Schedule B. Schedule C is intended to recap all direct expenses in one column, as well as determine a grand total of all expenses. Policy 03 Quarterly Expense and Revenue Reports are due no later than fifteen (15) days following the end of the quarter for which the report is completed. These reports are sent to the Fiscal Manager at OCJP (See OCJP [Appendix J](#) Policy 03).

**NOTE:** Non-Profit subrecipients should review reporting requirements as specified in *Accounting and Financial Reporting for Not-For-Profit Recipients of Grant Funds in Tennessee*.

B. **State of Tennessee Journal Vouchers (State Agencies Only)**

This method of payment is used for grants funded to State agencies. This payment method reimburses the subrecipient based upon actual costs incurred by the subrecipient in carrying out the activity of the grant. As the subrecipient incurs costs, those costs are conveyed to the funding source (OCJP) following one of the State of Tennessee Journal Voucher methods described below. Following Journal Voucher processing, deposits (reimbursement) via the recognition of revenue are made to the account of the state subrecipient.

1. **Centralized Journal Vouchers (Type I)** – The centralized journal voucher method of billing should be followed for **all** funding arrangements that allow for it. This method is the most efficient and cost effective manner of processing interdepartmental billings. In those instances where the billing agency records costs to be billed to another agency in a dedicated cost center, grant, or agency object, the two agencies involved will sign a billing agreement and forward the agreement to the Division of Accounts who will then generate a front-end billing for the two agencies. See OCJP [Appendix M](#) for a further explanation of the Centralized Journal Voucher process and the Agency Agreement for Direct Billing of Expenditures Form.
2. **Type J** – The manual Type J journal voucher is explained in detail by the Department of Finance and Administration Policy Statement Number 18



detailed in the State of Tennessee Administrative Policies. In accordance with Policy 18, Type J "Billings totaling \$2,500.01 through \$350,000.00 shall be billed at least monthly. Billings totaling more than \$350,000.00 shall be journal vouchered within 5 working days after the expense/expenditure is incurred or the service is rendered." "Billing for less than \$2,500.00 should be held until cumulative billings for a quarter total \$2,500.00." "All billings however small shall be billed quarterly in the month following each quarter end (i.e. billed in October for the July through September quarter)." Type J Journal Vouchers should be submitted to Department of Finance and Administration, Office of Business and Finance, 20<sup>th</sup> floor William R. Snodgrass Tennessee Tower, 312 8<sup>th</sup> Avenue North, Nashville, TN 37243-1700, [OCJPJV@state.tn.us](mailto:OCJPJV@state.tn.us). Once received, the Journal Voucher is then processed for payment through the Department of Finance & Administration Office of Business and Finance. For additional information please see: <http://www.state.tn.us/finance/act/policy18.pdf>

**C. Tennessee Department of Finance & Administration Invoice for Reimbursement (Non-profit, Local Government, and Universities Only)**

The Invoice for Reimbursement is used to request monthly reimbursement for line-item expenditures incurred by the subrecipient. Expenditures, which are allowable according to the appropriate OCJP Administrative Guide, may be disbursed upon receipt of a properly prepared and invoice signed invoice. Funds cannot be disbursed based on budgeted amounts. The expense must have actually occurred before line-item reimbursement can be made. Monthly invoices should be submitted to: OCJP Invoice, Department of Finance and Administration, Office of Business and Finance, 20<sup>th</sup> floor William R. Snodgrass Tennessee Tower, 312 8<sup>th</sup> Avenue North, Nashville, TN 37243-1700 [OCJPINVOICE@state.tn.us](mailto:OCJPINVOICE@state.tn.us). (See OCJP [Appendix I](#), Invoice for Reimbursement).

**NOTE:** Subrecipient agencies should invoice monthly, based on expenditures incurred but all subrecipient agencies must request reimbursement at least once per quarter.

**D. Project Equipment Summary Report**

This report is completed on an annual basis, if equipment is purchased with grant funds during the current fiscal year. It is due to OCJP no later than thirty (30) days past the end of the State fiscal year or July 31<sup>st</sup>. For new projects, the Project Equipment Summary Report should list new or start-up equipment purchases. For multi-year projects, the Project Equipment Report should specifically identify any purchases that have been made for equipment, either totally or in part with grant money, since the last fiscal year. (See [OCJP Appendix K](#) -Project Equipment Summary Report)

**E. OCJP Quarterly Program Income Summary Report (State and Local Government and Universities Only)**

This report form is completed on a quarterly basis if program income is generated as a direct result of an agency-funded activity. It is due thirty (30) days after the close of each State fiscal year quarter, (July 1 – September 30), (October 1 – December 31), (January 1 – March 31), (April 1, - June 30). All income generated as a direct result of an agency funded project shall be deemed program income and reported via the use of this form. If no program income is generated, this form may be submitted annually 30 days after the end of the fiscal year or end of the grant period. (See [OCJP Appendix L](#) -Quarterly Program Income Report)

**Information on reporting requirements and reporting forms for specific grants can be located at the following links:**

**[Byrne/JAG Grant](#)**

**See Byrne/JAG Appendix B**

**[Family Violence Shelter and Shelter Services](#)**

**See FVS Appendix B**

**[Governor's Initiative on METH](#)**

**See METH Appendix A**

**[STOP – Violence Against Women](#)**

**See STOP Appendix B**

**[Victims of Crime Assistance \(VOCA\)](#)**

**See VOCA Appendix B**

**[Residential Substance Abuse Treatment \(RSAT\)](#)**

**See RSAT Appendix B**

## CHAPTER VIII

### SUPPLIES AND OPERATING EXPENSES

#### A. Purchasing Procedures

Purchasing procedures establish the authority and mechanics required in purchasing for the subrecipient's operation. The purpose is to establish guidelines and regulations governing the purchase of supplies, equipment, contractual services, and other items, to ensure that funds are expended in accordance with an approved budget and management's wishes, with consideration of the availability of funds to pay for such purchases, and in compliance with contractual provisions and relevant laws and regulations.

Written purchasing policies and procedures must encompass, but are not limited to, the following items and policies.

1. **Initiation of Purchase:** Any staff member authorized by the Project Director or designee may initiate a purchase. When a purchase is initiated, a standard requisition, or a memorandum describing the type of item and quantity desired, is prepared and signed by the staff member initiating purchase.
2. **Authorization of Purchase:** Staff members must make direct purchases of items when the total cost does not exceed a prescribed limit. When items may cost more than the prescribed limit, the Project Director or designee must give advance approval of the acquisition. All requisitions, regardless of amount, should be submitted to the Project Director or designee. Orders totaling less than the prescribed limit may be submitted after the order is placed.
3. **Qualification of Vendor:** All vendors providing supplies, equipment, or services should be reputable firms having demonstrated capacity to produce or provide supplies, equipment, services, and other items within a reasonable time or within specific time limits established by the purchaser. Vendors should be subject to disqualification if they misrepresent quality, quantity, or price of what is being purchased. Vendors that exceed reasonable time limits should also be disqualified.
4. **Selection of Vendors:** Whenever possible, select vendors on the basis of three price quotations or competitive bids. Secure competitive bids for all items exceeding a prescribed limit in unit cost and for aggregate orders exceeding a prescribed limit. Solicit price quotations from qualified vendors for items for which unit costs exceed a prescribed limit. Under certain circumstances supplies, equipment, services, or other items may be purchased without bids or quotations. Quotations may not be necessary if a qualified vendor is the sole source of the items to be purchased, or, in case of emergency, when immediate delivery is necessary for the entity's continued provision of adequate services.

All sole-source purchases should be reviewed by the Project Director or designee. In any event, the Project Director should be apprised of any sole-source purchase as soon as possible. A written memorandum explaining all emergency purchases and all other sole-source purchases exceeding an amount determined by management should be attached to the file copy of the purchase order.

5. **Purchase Orders:** Make all purchase orders (except when specific exceptions are permitted) by submitting consecutively numbered purchase order forms to vendors. The exceptions include contracts for professional services where the contracts serve as detailed documentation), bills for utilities and office rental, and emergency telephone orders. Prepare requisitions or memorandums for emergency orders, travel claims, books, subscriptions, postage, proprietary fees and permits, and similar expenses. They should be approved in advance by the Project Director or designee. After approval, the telephone order or emergency purchase should be made by a person authorized by the Project Director to make emergency telephone orders or purchases.

Complete all purchase orders in triplicate. They must include the date, vendor name, type, quantity, price of supplies and equipment, and other items to be purchased. A staff member officially designated to sign purchase orders should sign each order and submit the original to the vendor. File the first copy numerically. This constitutes an official authorization for disbursement after the order has been satisfactorily filled.

- a. Receipt of supplies and equipment should be certified by a staff member who has been assigned responsibility for receipt of all purchased items. Deliveries should be compared against the second copy of the purchase order and packing slip or invoice and should be examined for conformance to specifications in the order. The packing slip or invoice and the second copy of the purchase order should be signed if the delivery conforms to the purchase order. (If the invoice does not accompany the delivery of goods, the signed packing slip should be compared to the invoice prior to the invoice being approved for payment.) The invoice, requisition, and second copy of the purchase order should be filed in invoice date order, alphabetically by vendor name.
- b. Match billings with the signed invoice, purchase order or requisition. Examine the billing to ensure that the amount requested for payment matches cost, types, and quantities shown on the signed invoice(s).
- c. The Project Director or designee should review the invoice, purchase order, requisition, and billing, and certify as to qualification for payment. No invoice or bill should be paid without such certification.

- d. Purchase orders are not required for utility services (telephone, gas, electricity) or for rental payments. Bills for these services should be reviewed by the appropriate official and paid in accordance with standard procedures for disbursement of funds. However, retain copies of all bills received for rent and utilities and file them chronologically, by vendor, or by expense category for no less than three years.
- 6. **Disbursement of Funds:** Upon proper certification of invoices and bills, make disbursements in accordance with standard grant procedures for the issuance of checks and vouchers.

## B. **Supporting Documentation**

Present supporting documentation to justify each journal entry. In most cases, staff members should use preprinted sequentially numbered forms, and written policies concerning the use of the forms should be established.

The following are examples of supporting documentation:

- a. All journals and ledgers
- b. Annual financial reports with working papers
- c. Annual program reports, including statistics, with working papers
- d. Bank reconciliations
- e. Bank statements
- f. Checks/Warrants
- g. Contracts
- h. Correspondence
- i. Deposit slips
- j. Fixed assets inventory listings
- k. Inventory count sheets
- l. Invoices
- m. Journal vouchers
- n. Leave requests
- o. Petty cash count sheets
- p. Petty cash receipts
- q. Petty cash reimbursement receipts
- r. Pre-numbered cash receipts
- s. Purchase orders
- t. Support for sole-source-decisions
- u. Telephone logs
- v. Time sheets
- w. Travel claims
- x. Written policies

Maintain a current roster of grant or contract agreements.

Include the following information for each grant:

1. Grantor
2. Grant number
3. Title of grant
4. *Catalog of Federal Domestic Assistance* number
5. Period Covered
6. Approved budget (latest revision)
  - a. Grantor share
  - b. Matching share
  - c. Purpose of grant

Maintain a file on each grant. The file should contain at least the following items:

1. Grant agreement, including grant budget
2. All grant agreement amendments
3. Copy of periodic financial reports
4. Other pertinent information (e.g., correspondence, monitoring reports)

Maintain information on in-kind contributions and matching requirements by grant in separate file folders, as necessary.

## CHAPTER IX TRAVEL

### A. **Travel Voucher**

All expenditures for travel should be substantiated by travel vouchers which contain the following information

1. Name of employee
2. Travel departure point(s) and destination(s)
3. Method of travel with documentation
4. Date and time of departure and return
5. Signature of employee
6. Approval of project director or supervisor
7. Grant number

### B. **Documentation of Travel Expenditures**

The travel expenditures should be properly documented and the following documentation should be attached to the travel voucher:

1. Paid motel/hotel receipts
2. Paid car rental bill and justification for renting rather than using public transportation
3. Airplane fare or other commercial transportation receipt  
The subrecipient may use any form that provides the above information. All travel claimed must be specifically authorized in the approved budget and must be related to project goals.  
In cases of agencies that already have written travel policies, procedures, and rates, personnel should follow those rates or the State rates whichever are lower. The Comprehensive Tennessee Travel Regulations Reimbursement Rate Schedule is a part of this Chapter. Any requests for exceptions higher than these rates must be approved in writing by OCJP.
4. Foreign Travel: Foreign travel includes any travel outside of Canada and the United States and its territories and possessions. Direct charges for foreign travel costs are allowable only when the travel has prior approval of OCJP. Indirect charges for foreign travel are allowable, with prior approval of OCJP, when approved as part of the Federally approved indirect cost rate and they have a beneficial relationship to the project.

Note: Currently, reimbursement for a single meal for employees on a one day travel status will no longer be permitted. This change is being made in order to move the State into compliance with Internal Revenue Services regulations, which require such reimbursement to be treated as taxable income.

(see [OCJP Appendix D](#)-Complete Tennessee Travel Regulations)

Travel Reimbursement rate: <http://www.state.tn.us/finance/act/policy8.pdf> p.11

## CHAPTER X

### PROPERTY AND EQUIPMENT

Grant subrecipients are required to be prudent in the acquisition and management of property purchased with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the organization will be considered an unnecessary expenditure.

#### A. **Equipment Acquired with Crime Control Act Block/Formula Funds (BJA)**

Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes. Standards and procedures governing ownership, use, management, and disposition are as follows:

1. **Title:** The Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC §3789, *et seq* Section 808, requires that the title to all equipment and supplies purchased with funds made available under the Crime Control Act shall vest in the criminal justice agency or non-profit organization that purchased the property, if it provides written certification to the State office that it will use the property for criminal justice purposes through the subrecipient application process.
2. **Use and Management:** A subrecipient or State shall use and manage equipment in accordance with their own procedures as long as the equipment is used for criminal justice purposes.

#### B. **Screening**

Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the organization can meet identified needs. While there is no prescribed standard for such a review, the subrecipient may establish procedures for a level of review dependent on facts such as the cost of the proposed equipment and the size of the organization. The establishment of a screening committee may facilitate the process; however, a subrecipient may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already available within the organization.

If the OCJP determines that the grant subrecipient does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

#### C. **Documentation**

Receipts or invoices with order dates are required on all equipment items purchased with grant funds. Receipts should be approved and initialed by the Project Director or other authorized individual prior to payment. Invoices should be marked paid and should have the date, check number, grant number and initials of the Project Director on them. Documentation of equipment purchased and supporting receipts should also be



maintained to provide for easier documentation on the annual Project Equipment Summary Report ([OCJP Appendix K](#)), which requires a listing of all equipment purchased via grant funds during the year.

#### **D. Management and Oversight of Equipment**

Subrecipient procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, shall, at a minimum, include the following requirements:

1. Property records or equipment inventory records must be maintained which include:
  - a. Purchasing grant award number;
  - b. Description of the property;
  - c. Serial number or other identification number;
  - d. Identification of who holds the title;
  - e. Acquisition date;
  - f. Cost of the property;
  - g. Percentage of Federal participation in the cost of the property;
  - h. Location of property;
  - i. Use and condition of property;
  - j. Disposition data including the date of disposal and sale price.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must exist to ensure adequate safeguards to prevent:
  - a. Loss
  - b. Damage or
  - c. Theft of the property

**Note:** Any loss, damage, or theft shall be investigated by the subrecipient, as appropriate. Subrecipients are responsible for replacing or repairing the property that is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

4. Adequate maintenance procedures must exist to keep the property in good condition.
5. If the subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

#### **E. Purchase of Computers and Related Equipment**

All computers, servers, workstations, printers, scanners, and software purchased with federal funds must adhere to the Computer Guidelines for the Office of Criminal Justice ([OCJP Appendix C](#)) technical capability and computer compatibility among various services being provided by the State, and Federal governments.

F. **Disposition of Equipment**

In the event of the termination of an OCJP grant prior to the end of the grant term, OCJP subrecipients should contact OCJP for instructions regarding equipment disposition.

G. **Project Equipment Summary Form**

Grant subrecipients shall complete the Project Equipment Summary Report ([OCJP Appendix K](#)) for all OCJP grants. This form is a list of all equipment purchased during each fiscal year and is completed on an annual basis only if equipment is purchased with OCJP grant funds.

## CHAPTER XI PUBLICATIONS

### A. Definition

Publication shall be construed as the initiation of the procurement of writing, editing, preparation of related illustration material, including videos from subrecipients, or the internal printing requirements of the subrecipient necessary for compliance with the terms of the project. However, individuals are authorized to make or have made by any means available to them, without regard to the copyright of the journal, and without royalty a single copy of any such article for their own use.

### B. Upon Publication of Documents

Project directors are encouraged to make the results and accomplishments of their activities available to the public. A subrecipient who publicizes project activities and results shall adhere to the following:

1. Responsibility for the direction of the project should not be ascribed to the Department of Justice, Department of Health and Human Services, or the Tennessee Office of Criminal Justice Programs.
2. All reports, studies, notices, informational pamphlets, press releases, signs, and similar public notices (written, visual or sound) prepared and released by the Grantee shall include the statement:

**“This project is funded under an agreement with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs and is supported by Award # \_\_\_\_\_ awarded by the Bureau of Justice Assistance, Office of Justice Programs, USDOJ.”**

The Award # is located in Section E, Federal Funding Statement of your contract. Additionally, studies and research/report type publications expressing the direction of project activity must also contain the following federal funding statement:

**“The opinions, findings, conclusions or recommendations contained within this document are those of the author and do not necessarily reflect the views of the Department of Justice”.**

#### **NOTE: FVS GRANTS ONLY**

Please refer to [Chapter IV](#) of the FVS Grant Specific information relating to funding statements.

3. A recipient/subrecipient is expected to publish or otherwise make widely available to the public, as requested by OCJP, the results of work conducted or produced under an award.
4. The subrecipient also agrees that one copy of any such publication will be submitted to the Office of Criminal Justice Programs of the Department of

Finance and Administration to be placed on file and distributed as appropriate to other potential subrecipient or interested parties.

5. All publication and distribution agreements with a publisher will include provisions giving the Federal government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes. (Refer to Copyrights section of [Chapter 6 of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller, Financial Guide.](#))
6. Unless otherwise specified in the award, the subrecipient may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material shall be subject to the same provisions of the Federal government.
7. The subrecipient shall submit a publication and distribution plan to the OCJP before materials developed under an award are commercially published or distributed. The plan shall include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. Prior OCJP approval of this plan is required for publishing project activities and results when Federal funds are used to pay for the

## CHAPTER XII

# PROCUREMENT OF GOODS AND SERVICES

### A. Procurement Standards

1. **General:** The subrecipient shall follow the same policies and procedures it uses for procurement from its non-Federal funds. The subrecipient shall ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders, their implementing regulations, and the grant contract provisions.
2. **Standards:** Subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal law and the standards identified in the Procurement Standards Sections of 28 CFR Parts 66 and 70. Any subrecipient whose procurement system has been certified by a Federal agency is not subject to prior approval requirements of 28 CFR Parts 66 and 70. OCJP's prior approval will only be required for areas beyond limits of the subrecipient certification.
3. **Adequate Competition:** All procurement transactions, whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. Interagency agreements between units of local government are excluded from this provision.
4. **Non-Competitive Practices:** The subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP's) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OCJP.

## CHAPTER XIII

# PROCUREMENT OF PROFESSIONAL SERVICES

Subrecipients must secure professional services through competitive bidding or the use of competitive negotiation. **Subrecipient agencies are accountable to OCJP for the work and performance of their contract as procured through a professional service contract.**

### A. State Approval(s)

All Requests for written Proposals (RFPs), Invitations to Bid, or other competitive bidding processes and documents are subject to prior written approval of OCJP before being undertaken by the subrecipient.

### B. Daily Records

Adequate daily records should be maintained to prove that the professional service contractor has in fact performed the services. They should contain the following information:

1. Hours and dates worked on the project.
2. A description of services performed.
3. Records of actual supplies and operating expenses included in the contract.

### C. Professional Services Contracts

A signed, written subcontract along with a detailed description of the competitive bidding process used for all professional services must be forwarded to the OCJP for written approval prior to issuance and maintained on site in the subrecipient's file. Subcontracts must include a complete budget for the subcontracted expenses. The OCJP Subrecipient Contractual Agreement Format (See [OCJP Appendix E-Subrecipient Contractual Agreement](#)) must be used for all subrecipient contracts with other entities.

All contracts for professional services should include at least the following provisions:

1. The identity of the contracting parties.
2. A statement of work expressed in clear, concise terms for tasks to be accomplished.
  - a. The specific duties of the professional service contractor should be stated in such a way that he/she knows what is required and to permit the subrecipient to determine that the requirements have been met before making payment.
  - b. The tasks, when accomplished, should produce results consistent with the project objectives.
  - c. Sentences should be written so that there is no question as to whether or not the professional services contractor is to be

obligated (i.e., “The contractor shall do this work,” not “this work will be required.”)

- d. Persons or committees who will approve reports or specific accomplishments should be specified and part of the contract price should be contingent upon that approval.
- e. Proper reference documents should be described.
- f. Avoid implied requirements and eliminate any material not pertinent to the professional service contract.
- g. Consultant rates of payment are to be reasonable and consistent with that paid for similar services in the market place. Consideration will be given to compensation including fringe benefits for those individuals whose employers do not provide the same. In addition, when the rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day, a written PRIOR APPROVAL is required from OCJP. Prior approval requests require additional justification. An eight-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance. Please note, however, that this does not mean that the rate can or should be \$450 for all consultants. Rates should be developed and reviewed on a case-by-case basis and must be reasonable and allowable in accordance with OMB cost principles. Approval of consultant rates in excess of \$450 a day that are part of the original application with appropriate justification and supporting data will be approved on a case-by-case basis.

(1) Consultants associated with Educational Institutions: The maximum rate of compensation that will be allowed is the consultant’s academic salary projected for 12 months, divided by 260. These individuals normally receive fringe benefits which include sick leave for a full 12 month period even though they normally only work nine months per year in their academic positions.

(2) Consultants Employed by Local Government: Compensation for these consultants will only be allowed when the unit of government will not provide these services without cost. If a local government employee is providing services under a Federal grant and is representing their agency without pay from their respective unit of government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government. If the local government is providing services under a Federal grant and is not representing their agency, the rate of compensation is based on the necessary and reasonable cost principles.

- (3) Independent Consultants: The rate of compensation for these individuals must be reasonable and consistent with that paid for similar services in the market place. Compensation may include fringe benefits.
3. Professional service contracts shall contain certain suitable provisions for termination by the subrecipient (your organization), including the manner by which it will be effected and the basis for settlement.

Such provisions normally include:

  - a. Termination for default in performance
  - b. Termination for convenience of subrecipient (e.g., discontinuation Of federal funds)
4. Professional service contracts must provide a description of compensation and method of payment.
5. All professional services contracts must include a provision allowing OCJP, the subrecipient, the U.S. Bureau of Justice Assistance (Department of Health and Human Services for FVS grants), and the Comptroller General of the United States, or any of their duly-authorized representatives, to have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.
6. With regard to patents and copyrights, OCJP and the U.S. Bureau of Justice Assistance shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal funds provided under the terms of a subgrant.
7. Grant oversight continues to remain a key priority for distribution of federal funds. Subrecipients must have written procedures for approving, monitoring and revising professional services contracts. Such policies should clearly define, but not be limited to, the scope, practice, and method of documented support of monitoring professional services contract(s) for, but not limited to, provision of services, allowable/unallowable expenses and contract adherence. State agencies should have professional services contracts monitored by their internal monitoring services.



## CHAPTER XIV

### ALLOWABLE COST

Allowable costs are those costs principles identified in [OMB Circular A-87](#) for State and Local Government, [OMB Circular A-122 for Non-Profits](#) and in the grant program's authorizing legislation. In addition, costs must be reasonable, allocable, necessary to the project, and comply with the funding statute requirements. Discussion of certain elements of the following costs are listed below.

#### A. Conference and Workshops

Allowable costs may include:

1. Conference and meeting arrangements
2. Publicity
3. Registration
4. Salaries of personnel
5. Rental of staff offices
6. Conference space
7. Recording or translation services
8. Postage
9. Telephone charges
10. Travel expenses (including transportation and subsistence for speakers or participants)
11. Lodging

Effective January 1, 2001, all OCJP funded contracts for events that include lodging for 30 or more participants must not exceed the Federal per diem rate for lodging. In the event the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event would be allowable costs to the award. As a result, the recipient would be required to pay for all lodging costs for the event, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is \$78 per night, and the event lodging rate is \$100 per night, the recipient must pay the full \$100 per night with non-grant funds, not just the difference of \$22 per night.

#### B. Food or Beverage

**Definition:** Food and Beverages retain their common meanings. Food and beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity. Beverages do not include alcoholic beverages.

Food and/or beverage expenses provided by subrecipients are allowable subject to the conditions stated below:

1. Food and/or beverages were provided to participants at training sessions, meetings, or conferences that are allowable activities.
2. Expenses incurred for food and/or beverages provided at training sessions, meetings, or conferences must satisfy the following three tests: (Please note: The presence of Federal employees does not prevent the provision of food and beverages under the three-part test)
  - a. The cost of the food and/or beverages provided is considered to be reasonable.
  - b. The food and/or beverages provided are subject of a work related event.
  - c. The food and/or beverages provided are not directly related to amusement or social activities. (Any event where alcohol is being served is considered a social event; and, therefore, costs associated with that event are not allowable.)

The recipient adheres to the applicable definitions for food and beverages contained in the Federal Financial Guide Glossary.

Each recipient that desires to purchase food and/or beverages under a grant, or contract under a grant, should follow the food and beverage policy guidelines. Guidance should be applied within the context of each individual situation. While food and/or beverages are allowable, recipients are not required to provide them at training sessions, meetings, or conferences.

3. To determine whether costs associated with food and/or beverages are allowable, the Subgrantee should consider:
  - a. To whom the food and/or beverages will be provided
  - b. Under what conditions the food and/or beverages will be provided
  - c. That the appropriate test(s) has been satisfied. (see above)
4. The top ten tips for provisions of food and beverages provided under Office of Justice Programs (OJP) follows:
  - a. Provide a speaker at a lunch or dinner
  - b. Support the event with a formal agenda
  - c. The event must be mandatory for all participants
  - d. Do not pay for bar charges using registration fees, program income, etc.
  - e. Do not make alcoholic beverages available at the event
  - f. Provide appropriate break foods
  - g. Surrounding events must provide several hours of substantive information
  - h. Do not end events with a meal or break
  - i. Costs must be reasonable

- j. As a participant, reduce the per diem requested for reimbursement appropriately

### C. Space

The cost of space in privately - or publicly - owned buildings used for the benefit of the program is allowable subject to the conditions stated below:

- The total cost of space may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
  - The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization of the Federal-awarding agency.
1. **Rental Cost:** The rental cost of space in a privately owned building is allowable. Rent cannot be paid if the building is owned by the grantee or if the grantee has a substantial financial interest in the property. However, the cost of ownership is an allowable expense. Similar costs for a publicly owned building are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed. Such charges must be determined on the basis of actual cost (including depreciation-based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere. No costs will be included for purchases or construction that were originally financed by the Federal government.
  2. **Maintenance and Operation:** The cost of utilities, insurance, security, janitorial services, elevator services, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
  3. **Occupancy of Space Under Rental-Purchase or a Lease with Option-to-Purchase Agreement:** The cost of space procured under such arrangements is allowable when specifically approved by OCJP. This type of arrangement may require application of special matching share requirements under construction programs.
  4. **Depreciation and Use Allowances on Publicly-Owned Buildings:** Depreciation or a use allowance on idle or excess facilities is NOT ALLOWABLE.

### D. Software Development

Software development is an allowable cost and may be expended in the period incurred.

**E. Depreciation**

Depreciation is an allowable cost and an accelerated method should **not** be used.

**F. Post-Employment**

Post employment benefits are allowable costs if funded in accordance with actuarial requirements. Funds must be paid within six months of recordation.

**G. General Salaries and Personnel Costs**

Payment of personnel costs are allowable if costs are a part of an approved project and are necessary and incidental to project implementation and operation. Overtime must receive prior OCJP approval and will only be approved on a case by case basis.

**H. Consultant Fees**

Individual consultant fees are limited to \$450 per day or \$56.25 per hour; this includes legal, medical, psychological, training and accounting consultants. (Click here for VOCA specific consultant fee information or see [VOCA Chapter IV – Allowable Cost](#))

**I. Equipment, Software and Hardware**

Equipment and hardware expenses which are part of an approved project, if necessary and incidental to that project, are allowable expenses. (See [OCJP Appendix C](#)- Computer Guidelines)

**J. Travel**

In cases of agencies that already have written travel policies, procedures, and rates subrecipients should follow those rates or the state rates, whichever are lower. Any requests for exceptions higher to these rates must be approved in writing by OCJP. (See [OCJP Appendix D](#)-Tennessee Travel Regulations)

**NOTE: Please click on the links below for grant specific allowable cost or see the appropriate grant specific chapter.**

**For FUND SPECIFIC Allowable Costs see CH IV in your SPECIFIC area.**

**Click here to go the Federal Financial Guide-Allowable Cost Chapter for additional information or <http://www.ojp.usdoj.gov/FinGuide/part3chap7.htm>**

## **CHAPTER XV**

### **UNALLOWABLE COSTS**

**A. Construction**

Use of OCJP grant funds for construction projects is prohibited.

**B. Land Acquisition**

The funding legislation specifies that no Federal award involving the renting, leasing, or construction of buildings or other physical facilities shall be used for land acquisition. Accordingly, land acquisition costs are unallowable.

**C. Supplanting**

Federal funds cannot be used to supplant state or local funds. Supplanting means that federal funds are used to replace state or local funds that would, in the absence of such federal aid, be made available for law enforcement, criminal justice, system improvement, victim compensation and assistance, and drug enforcement. All applicants must certify that formula grant money will be used to increase the amount of funds available for the applicable drug law enforcement, victim service activity or their criminal justice system activity.

**D. Compensation of Federal Employees**

Salary payments, consulting fees, or other enumeration of full-time Federal employees are unallowable costs.

**E. Travel of Federal Employees**

Costs of transportation, lodging, subsistence, and related travel expenses of awarding agency employees are unallowable charges. Travel expenses of other federal employees for advisory committee or other program or project duties or assistance are allowable if they have been:

1. Approved by the federal employee's Department or Agency; and
2. Included as an identifiable item in the funds budgeted for the project or subsequently submitted for approval.

**F. Bonuses or Commissions**

The subrecipient is prohibited from paying any bonus or commission to any individual or organization for the purpose of obtaining approval of an application for award assistance. Bonuses to officers or board members of profit or non-profit organizations are determined to be a profit or fee and are unallowable.

**G. Military-Type Equipment (Note: Item G is specific to Byrne/JAG only.)**

Costs for such items as armored vehicles, explosive devices, and other items typically associated with the military arsenal, excluding automatic weapons, are unallowable. Exceptions MAY be made by the awarding agency upon a written request and justification from the recipient.

**H. Lobbying**

All subrecipients must comply with the provisions of the government-wide Common Rule on Restrictions on Lobbying, as appropriate.

**1. The following lobbying cost prohibition is applicable to all subrecipients of funding:**

- a. Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity; and
- b. Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections.
- c. Attempting to influence: (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any government official or employee in connection with a decision to sign or veto any legislation.
- d. Publicity or propaganda purposes designed to support or defeat legislation pending before legislative bodies.
- e. Paying, directly or indirectly, for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress or a State legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.
- f. Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying,

- g. Paying a publicity expert,
- h. The Anti-Lobbying Act, 18 U.S.C. § 1913, recently was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.

The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. Part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, all subrecipients understand that no federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of OCJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

#### **I. Fund Raising**

Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, may not be charged either as direct or indirect costs against the award. Neither the salary of persons engaged in such activities nor indirect costs associated with those salaries may be charged to the award, except insofar as such persons perform other funding-related activities.

1. An organization may accept donations (i.e., goods, space, services) as long as the value of the donations is not charged as a direct or indirect cost to the grant.
2. A subgrantee may also expend funds, in accordance with approved award terms, to seek future funding sources to “institutionalize” the project, but not for the purpose of raising funds to finance related or complementary project activities.
3. Nothing in this section should be read to prohibit a subrecipient from engaging in fund raising activities as long as Federal or non-Federal award funds do not finance such activities.

#### **J. Corporate Formation**

The cost for corporate formation may not be charged either as direct or indirect costs against the award.

**K. State and Local Taxes**

State and local taxes are unallowable when the government assesses taxes upon itself or disproportionately to Federal programs. An example of an unallowable tax would be if the government levied taxes as a result of Federal funding. An example of an allowable sales tax would be user taxes, such as gasoline tax. These provisions become effective as of the government's fiscal year beginning on or after January 1, 1998.

**L. Conferences and Workshops**

Unallowable costs include:

1. Entertainment
2. Sports
3. Visas
4. Passport Charges
5. Tips
6. Bar Charges/Alcoholic Beverages
7. Laundry Charges
8. Lodging costs in excess of Federal per diem. For events of 30 or more participants that are funded with an OCJP award, if lodging costs exceed the Federal per diem, none of the lodging costs are allowable, effective January 1, 2001.

**M. Other Unallowable Expenses**

1. Legal fees
2. Cost in applying for this grant
3. Any expenses prior to the grant award date
4. First Class Travel
5. Management or administrative training
6. Sole source contracts (without the prior written approval from the Office of Criminal Justice Programs)
7. Depreciation or a use allowance on idle or excess facilities.
8. Cost incurred outside the project period. Any costs that are incurred either before the start of the project period or after the expiration of the project period are not allowable.

**NOTE:** THIS LIST IS NOT ALL-INCLUSIVE. For further clarification contact your OCJP Program Manager.

**Please click on the following links for grant specific unallowable cost:**

**For FUND SPECIFIC Unallowable Costs see CH V in your SPECIFIC area.**

For additional information see the [Department of Justice Federal Financial Guide- Unallowable Cost Chapter](http://www.ojp.usdoj.gov/FinGuide/part3chap16.htm). (<http://www.ojp.usdoj.gov/FinGuide/part3chap16.htm>)



## CHAPTER XVI

### INDIRECT COST

#### A. **Definition**

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect costs.

#### B. **Approved Plan Available**

1. Should the subrecipient request reimbursement for indirect cost, the subrecipient must submit to OCJP a copy of the indirect cost rate approved by the cognizant federal agency and OCJP.
2. OCJP may accept any current indirect cost rate or allocation plan previously approved for a subrecipient by the cognizant Federal agency on the basis of allocation methods substantially in accordance with those set forth in the applicable cost circulars.
3. Where the approved final indirect cost rate is lower than the actual indirect cost rate incurred, subrecipients may not charge expenses included in overhead pools (e.g., accounting services, legal services, building occupancy and maintenance, etc.) as direct costs.
4. The subrecipient will be reimbursed indirect costs as detailed in the Grant Budget and as substantiated by the approved indirect cost rate. Once the subrecipient makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and OCJP.

#### C. **No Approved Plan**

If an indirect cost proposal for recovery of actual indirect costs is not submitted to the cognizant Federal agency and OCJP within three months of the start of the award period, indirect costs will be irrevocably lost for all months prior to the month that the indirect cost proposal is received. This policy is effective for all contracts.

#### D. **Cost Allocation Plans – Central Support Services**

State agencies and local units of government may not charge to an award the cost of central support services supplied by the State or local units of government except pursuant to a cost allocation plan approved by the cognizant Federal agency. The rate which is to be applied may be on a fixed, predetermined, or fixed-with-carry-forward provision.

## CHAPTER XVII

### CONTRACT REVISION

#### A. Budget Revisions

It is the responsibility of the subrecipient to adhere to the OCJP approved grant budget or in certain circumstances request revision to the budget as modifications become necessary. OCJP recognizes that minor line-item budget revisions may be needed over the course of the grant term. It is therefore permissible to increase or decrease certain line items without OCJP approval, but certain types of budget revisions must receive prior written approval from OCJP. Documentation of any budget modification must be maintained and available for review within the program.

1. Movement of dollars between previously approved budget line-items is acceptable without OCJP written approval, up to ten percent (10%) of the total federal award amount, provided:
  - a. They are non-personnel related line-items.
  - b. They do not include line-items with zero dollar amounts.
  - c. The items within the budget detail worksheet have been previously approved by OCJP.

However, when the cumulative proposed line item change exceeds ten percent (10%) of the total federal award amount, prior written approval from OCJP is required before any movement of dollars can occur. In addition, any changes, including changes in detail or narrative boxes, to personnel line items or line items with zero dollar amounts require prior OCJP written approval.

2. Subrecipient agencies requesting a budget revision as a result of a grant funded position(s) being vacant must adhere to the following
  - a. The vacant position(s) was reported in writing to OCJP within 10 days.
  - b. The vacant position(s) was filled within 45 days or a letter was submitted to OCJP justifying the delay and explaining how services are being provided while the position is vacant.

Failure to abide by this requirement may result in the agency losing the position(s) in question.

3. The movement of money between line items may only occur for allowable expenses. [\(See OCJP Chapter XIV for Allowable Cost and Chapter XV for Unallowable Costs\)](#). Budget revisions do not change the total amount of funding available for the grant.

It is the expectation of OCJP that subrecipients internally review grant budgets regularly to assure that program funds are being utilized as indicated and in a fiscally responsible manner throughout the contract period.

**Note: VOCA Grants Only**

**Budget revisions, requiring OCJP written approval or otherwise, MAY NOT change approved amounts specified in the Subgrant Award Report (SAR) for a particular priority area (domestic violence, sexual assault, child abuse, or previously underserved).**

4. **Prior Written Approval Not Required:** Budget line-items may be revised without prior written approval from OCJP if the total amount of non personnel funds to be moved is cumulatively less than 10% of the total federal amount, if the items within the budget detail worksheet have been previously approved by OCJP, and do not include line-items with zero dollar amounts. Subrecipients should routinely review grant budgets to assure program funds are being utilized correctly and efficiently.
5. **Prior Written OCJP Approval Required:**
  - a. When proposed changes to non-personnel line items of grant budgets exceed ten percent (10%) cumulatively of the total federal award amount, written approval from OCJP must be secured prior to implementing the change. Budget revisions requesting retroactive approval to a prior date will not be approved.
  - b. All proposed changes to personnel line items require prior written approval from OCJP.
  - c. All proposed changes to line items with zero dollar amounts require prior written approval from OCJP.
6. **Procedures to Request Budget Revision:** The written request and the revised budget pages must be submitted to OCJP for written approval prior to the changes being implemented and should include the following:
  - a. Complete the Budget Revision Forms provided in the Grant Specific Section of the manual. The Budget Revision Forms locations are at the end of this section for convenience.
  - b. An explanation of why there are excess funds in one or more categories, why funds can be better spent in another category, and the effect the approval or denial of the revision will have on the project purpose goals.
  - c. A complete set of budget sheets that will replace the existing budget. Therefore all line items that are to be included in your current budget must be completed in the proposed revised budget, not just the line items that are revised.
  - d. You are encouraged to submit Budget Revision Forms to your Program Manager electronically.

- e. All budget revision requests, which require OCJP prior approval, must be received prior to June 1, within the fiscal year in question, to be considered. Requests after June 1 will not be considered.
- f. Budget revisions may be hand delivered, mailed, faxed, or e-mailed. It is not good use of grant money to send budget revisions by Fed Ex, priority mail, etc.
- g. Budget revisions are considered for the current fiscal year only.
- h. OCJP will respond in writing, either approving or denying all complete budget revision requests within 15 days of receipt. Written approval from OCJP is required before movement of dollars can occur.

**Complete the OCJP Budget Revision Forms for your specific program by clicking on the link below or see the appropriate grant specific appendix.**

[VOCA](#) (VOCA Appendix C)

[STOP](#) (STOP Appendix C)

[Family Violence](#) (Family Violence Appendix C)

[Byrne/Jag](#) (Byrne/JAG Appendix C)

[RSAT](#) (RSAT Appendix C)

## **B. Programmatic Revisions**

The subrecipient must obtain prior written approval from OCJP for any change in project purpose/goals or intended outcomes. Program revisions are not necessary for minor changes in activities and outputs, only in changes that significantly change the needs of the clients to be met and the purpose/goals of the project. The following changes in a grant-funded project will require a program revision:

1. Expanding or decreasing the geographic area to be served.
2. Changing the target group to be served.
3. Modifying the types of client needs to be addressed by the project.

While this is not an inclusive list, it is OCJP's intent that a program revision be requested only when a change in direction of a project is anticipated

The written request to make program adjustments must include:

1. A description of the reason(s) for the requested change.
2. A statement describing the effect the requested change would have on the program goals and objectives.
3. A revised project logic model incorporating the revised information.

***The written request and the revised program narrative must be submitted to OCJP for written approval prior to the changes.***

## CHAPTER XVIII

### CONTRACT AMENDMENT

#### A. **Budget Amendment**

Unlike a budget revision, a proposed budget amendment contemplates a change in the overall *federal* funding level of a contract. A budget amendment is necessary anytime the total *federal* funding amount of a grant/contract is increased or decreased. The subrecipient must secure prior written approval from OCJP for any contract budget amendments prior to the official contract amendment process. The written request, accompanied by amended detail and summary budget pages, and any related documentation must be submitted to OCJP for approval. Only after *written* approval by OCJP and contract amendments signed by the subrecipient and the Commissioner of the Department of Finance and Administration will the budget amendment be executed.

#### B. **Program Amendment**

In order to significantly modify the programmatic goals and/or objectives of an original contract, new Program Narrative Statements must be developed demonstrating any change in the Target Population, Project Goals, Objectives, Project Activities, Collaborative Activities, Performance Measures, Staffing and Multi-Year Goals and Objectives. These proposed changes must be submitted in writing to OCJP for approval. OCJP will in turn review the recommendations and determine if the changes warrant pursuit of a contract program amendment. Only after *written* approval by OCJP and contract amendments signed by the subrecipient and the Commissioner of the Department of Finance and Administration will the program amendment be executed.

#### C. **Contract Term Amendment**

A contract amendment that is intended to change the term (duration) of a contract must follow the same procedures as described in paragraphs A and B above. Explanation of why the term needs to be changed along with documentation describing how the change will impact the existing contract project *as well as narrative and budget detail and summary pages reflecting the changes* must be provided in written form to OCJP. Only after *written* approval by OCJP and contract amendments signed by the subrecipient and the Commissioner of the Department of Finance and Administration will the term amendment be executed.

#### D. **Agency Name Change Amendment**

1. A contract amendment is required to change the legal name of a subrecipient agency.
2. An agency name change request must be submitted in writing to OCJP along with copies of the official documentation supporting the legal action. This legal action generally involves non-profit agencies and results in approval of the Amendment to the Charter on file with the Secretary of State. OCJP will in turn review the documentation and amend existing OCJP contracts to reflect the legal change.

3. Revised Substitute W-9 ([OCJP Appendix H](#)) form and ACH (Automated Clearing House) ([OCJP Appendix G](#)) form must also be submitted to OCJP before the amendment can be processed.
4. Only after *written* approval by OCJP and contract amendments signed by the subrecipient and the Commissioner of the Department of Finance and Administration will the name change amendment be executed.]

## CHAPTER XIX

# SUBRECIPIENT MONITORING

### **Definition of Monitoring**

Monitoring is the review process used to determine a subrecipient's compliance with the requirements of a state and/or federal program, applicable laws and regulations, and stated results and outcomes. Monitoring also includes the review of internal controls to determine if the financial management and the accounting system are adequate to account for program funds in accordance with state and/or federal requirements. Monitoring should result in the identification of areas of non-compliance with the expectation that corrective action will be taken to ensure compliance.

The Federal Office of Management and Budget (OMB) issued a revised publication of Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations June 2003. The revision raised the audit threshold of subrecipients expending Federal funds from \$300,000 to \$500,000 increasing the number of subrecipients exempt from audit when Federal expenditures are less than \$500,000 for fiscal years ending after December 31, 2003. The revision also prohibits charges to federal awards for the costs of a single audit for entities expending less than \$500,000 per year. However, the revision allows charges for subrecipient monitoring costs or the costs of agreed upon audit procedures to federal awards provided that the monitoring procedures and/or audits are of lesser scope than a single audit.

**Grant oversight continues to remain a key priority for distribution of federal funds. Simply put, because the threshold for federal auditing requirements has decreased they (OMB) has built in the funds for contractual/agency monitoring including both the programmatic side of the grant as well as the fiscal components of the grant (the scope being less than that of a full audit).**

As a result, the State of Tennessee has made appropriate changes in agreements with subrecipients to reflect that single and program specific audits are no longer required for subrecipients expending less than \$500,000 annually, and has reviewed the overall monitoring process, and is requiring uniform statewide monitoring procedures to ensure subrecipient compliance. The Department of Finance and Administration has issued Policy 22 that establishes the requirements for subrecipient contract monitoring for the State of Tennessee.

In an effort to comply, a monitoring unit has been established within OCJP. NOTE: Centralized monitoring provided by the Office of Program Accountability Review (PAR) was discontinued on February 1, 2004. The OCJP monitoring unit is responsible for performing monitoring activities in accordance with Policy 22, to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

## Policy 22:

- A. Identifies a set of core areas common to most state and/or federal awards consistent with [OMB Circular A-110](#), Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, [OMB Circular A-87](#), Cost Principles for State, Local, and Indian Tribal Governments, [OMB Circular A-122](#), Cost Principles For Non-Profit Organizations, and [OMB Circular A-133](#), Audits of States, Local Governments, and Non-Profit Organizations.
  - B. Places some criteria on the selection of subrecipient contracts to be monitored in any given fiscal year period.
  - C. Provides monitoring guidance in the Tennessee Subrecipient Contract Monitoring Manual.
- 1. **The Office of Criminal Justice Programs provides monitoring services to:**
    - a. Determine subrecipient compliance with the requirements of state and/or federal programs, applicable laws and regulations and stated results and outcomes.
    - b. Ascertain if internal control over financial management and accounting systems are adequate to account for program funds in accordance with state and federal requirements.
  - 2. **Subrecipient Agency Preparation For a Monitoring Visit:**
    - a. OCJP subrecipients can expect at least one monitoring visit during any three-year grant contract period (some subrecipients will be monitored annually).
    - b. Subrecipient agencies are selected for monitoring based on their level of risk as determined by OCJP. Examples, number of grants received from OCJP, amount of funding received, and previous areas of concern are risk factors in determining an agency's level of risk. Based on the level of risk a subrecipient may or may not be identified for a monitoring review in any given year of their contract period.
    - c. Prior to an on-site monitoring visit, subrecipients will receive notification from OCJP detailing the date and time of the monitoring visit in addition to what information will be requested. It is OCJP's expectation that all agencies scheduled for a monitoring visit will be prepared and have available all the information requested when the visit is arranged. Failure to cooperate fully with the monitoring process will result in written documentation of the agency's lack of compliance.
  - 3. **Disposition:**

At the conclusion of all monitoring review requirements, a monitoring report will be issued within thirty (30) business days. The report will be issued to the subrecipient, **OCJP program and/or fiscal staff** as well as to the Comptroller of the Treasury/Division of Audit if any findings are identified (see below). The



monitoring report must be maintained on-site by the subrecipient as part of the subrecipient file.

Subrecipient Monitoring Reports may include four possible results:

- (a). No findings of Noncompliance,
- (b). Findings of Noncompliance,
- (c). Findings of Noncompliance Resulting in Questioned Costs, and/or
- (d). Observations.

a. **No findings of Noncompliance** - OCJP does not identify any area(s), either programmatic or fiscal, that do not comply with specific criteria found in state or federal statutes, rules and/or regulations, OCJP subrecipient grant contract(s), state departmental policy for the subrecipient program, or good business practice.

- 1. If the OCJP monitoring review results in no findings of noncompliance, no further action from the subrecipient is needed.
- 2. The OCJP will follow-up with a letter to the subrecipient recognizing that the report was indeed completed and no findings were identified.

b. **Findings of Noncompliance** - OCJP identifies an area(s) that does not comply with specific criteria found in state or federal statutes, rules and/or regulations, OCJP subrecipient grant contract, state departmental policy for subrecipient programs, or good business practice.

- 1. If the OCJP monitoring review identifies findings of noncompliance, the subrecipient will be allowed thirty (30) total days from the issued date of the report to submit a corrective action plan to the Office of Criminal Justice Programs outlining how the agency plans to correct the findings.
- 2. **The Corrective Action Plan should include:**
  - (a) A statement of whether the subrecipient agency agrees with the finding or not.
  - (b) A detailed plan of how the agency will correct each individual finding or justification for the subrecipient's disagreement with the finding(s).
  - (c) Attachment of any subrecipient documents, forms, policy changes, reports, accounting tools, time sheets, data collection forms, etc. that ensures the subrecipient has corrected the finding(s).
  - (d) If the subrecipient disagrees with a finding(s) identified by OCJP, detailed documentation must also be submitted to refute the questioned finding(s).

**NOTE: If the subrecipient has any questions regarding the report or their required written response to a noncompliant finding or observation report then they should contact their OCJP Program Manager for assistance.**

- c. **Findings of Noncompliance Resulting in Questioned Costs** – In addition to all the requirements listed above in 3. (b). (Findings of Noncompliance) the subrecipient will need to repay all Questioned Costs listed in the Monitoring Report. To repay the Questioned Costs, a check (made payable to the State of Tennessee) must be submitted for the total of the Questioned Costs with the Corrective Action Plan within the allowed thirty (30) total days from the issuance date of the report to:

The Office of Criminal Justice Programs  
312 8<sup>th</sup> Avenue North, Suite 1200  
William R. Snodgrass Tennessee Tower  
Nashville, TN 37243-1700.

Please list the contract number on the check or in the correspondence attached to the check in order for the repaid questioned costs to be applied to the proper fiscal year and the proper subrecipient contract number.

Any deviation from this questioned cost repayment policy **MUST** be approved **in writing** by the Director of the Office of Criminal Justice Programs prior to the 30 day deadline.

- d. **Observations** - An observation does not generally result from noncompliance as a finding, but rather is a situation observed by a monitor that is deemed to be a potential problem or of interest to the grantor agency and therefore is reported.
- (1) If a monitoring review identifies an observation, the subrecipient will be allowed thirty (30) total days from the issued date of the report to submit a response explaining the observation and outlining how the agency plans to correct the observation.
- (2) **The Observation Report should include:**
- (a) A statement of whether the subrecipient agency agrees with the observation or not.
  - (b) A detailed statement of how the agency will address each individual observation, if needed.
  - (c) Attachment of any subrecipient documents, forms, policy changes, reports, accounting tools, time sheets, data collection forms, etc. that ensures the subrecipient has corrected the observation, if needed.

- (d) If the subrecipient disagrees with an observation(s) identified by OCJP, detailed documentation must be submitted to refute the questioned observation(s).

**Corrective Action Plans and Observation Reports can be combined and submitted as one document.**

**Corrective Action Plans, Questioned Costs checks (made payable to the State of Tennessee) and/or Observation Reports should be submitted to:**

Office of Criminal Justice Programs  
312 8<sup>th</sup> Avenue North, Suite 1200  
William R. Snodgrass Tennessee Tower  
Nashville, TN 37243-1700.

**The Corrective Action Plans and Observation Reports should be submitted no later than thirty (30) total days after receipt of the OCJP Subrecipient Monitoring Report.**

**4. OCJP Response:**

- a. Upon receipt of a Corrective Action Plan or Observation Report, OCJP will review and determine its adequacy. If found adequate, OCJP will issue a letter of approval. In the event concerns remain, OCJP will determine what additional steps are needed and relate those requirements to the subrecipient in writing with an expected date of response by the subrecipient.
- b. All correspondence from OCJP to the subrecipient regarding the monitoring report and subrecipient responses must be maintained on site by the subrecipient as part of the subrecipient file.

## CHAPTER XX

# RETENTION AND ACCESS OF RECORDS

### A. Retention of Records

In accordance with the requirements set forth in 28 CFR Parts 66 and 70, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each subrecipient organization for AT LEAST THREE YEARS following the closure of their most recent audit report. Retention is required for purposes of Federal and State examination and audit. Records may be retained in an automated format. State or local governments may impose record retention and maintenance requirements in addition to those prescribed.

1. **Coverage:** The retention requirement extends to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of all awards, applications, and required subrecipient financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants.
2. **Retention Period:** The three-year retention period starts from the date of the submission of the closure of the single audit report which covers the grant period. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### B. Maintenance of Records

Subrecipients of funds are expected to see that records of different fiscal periods are separately identified and maintained so that information desired may be readily located. Subrecipients are also obligated to protect records adequately against fire or other damage. When records are stored away from the subrecipient's principal office, a written index of the location of records stored should be on hand and ready access should be assured.

### C. Access to Records

The awarding agency includes OCJP, the Federal Agency, the DHHS and the DOJ Office of the Inspector General, the Comptroller General of the United States, or any of their authorized representatives, who shall have the right of access to any pertinent books, documents, papers, or other records of subrecipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right of access must not be limited to the required retention period but shall last as long as the records are retained.

## **CHAPTER XXI**

### **SANCTIONS AND TERMINATION OF FUNDING**

#### **A. Sanctions**

If a subrecipient materially fails to comply with the terms and conditions of a contract, including civil rights requirements, whether stated in a Federal statute, regulation, assurance, application, or notice of award, OCJP may take one or more of the following actions, as appropriate in the circumstances.

1. Temporarily withhold cash payments pending correction of the deficiency by the subrecipient.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current contract.
4. Withhold further contracts for the project or program.
5. Take other remedies that may be legally available.

Failure by a subrecipient to materially comply with the terms of the contract or of the requirements described in this OCJP Administrative Manual for Subrecipients may be considered grounds for termination of subrecipient funding. Staff of the Department of Finance and Administration, OCJP are committed to assisting subrecipient staff realize contract success and will utilize all reasonable means to resolve problems or address potentially critical issues.

#### **B. Termination for Convenience**

The State may terminate the grant by giving the subrecipient at least thirty (30) days written notice before the effective termination date. In that event, the subrecipient shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.

#### **C. Termination for Cause**

If the subrecipient fails to fulfill its obligation under the Grant in a timely or proper manner, or if the subrecipient violates any terms of the grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the subrecipient shall not be relieved of liability to the State for damages sustained by virtue of any breach of the grant by the subrecipient.

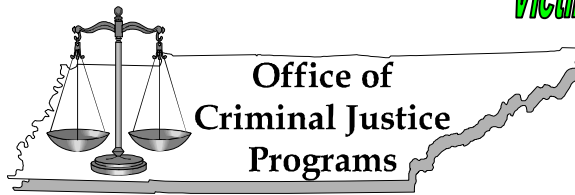
**While termination of funding will not be exercised without prior written notice to the subrecipient, any consideration of future grant requests may be influenced by the gravity and extent of the irregularities causing termination as determined by F&A, OCJP.**

# OCJP ADMINISTRATIVE GRANT MANUAL

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- F. [EEOP Certification And Chart](#)
- G. [Automated Clearing House Form \(ACH\)](#)
- H. [W-9 Form](#)
- I. [OCJP Invoice for Reimbursement Instructions and Forms](#)
- J. [Policy 03 - Tennessee Uniform Subrecipient Reporting For Non-profit Agencies](#)
- K. [Project Equipment Summary Report](#)
- L. [Quarterly Program Income Summary Report and Instructions](#)
- M. [Centralized Journal Vouchers Instructions and Form](#)
- N. [Non-Profit Board Approval Procedures](#)
- O. [Culturally Competent Staff and Language Access](#) (New)



**OFFICE OF CRIMINAL JUSTICE PROGRAMS  
WILLIAM R. SNODGRASS TENNESSEE TOWER  
SUITE 1200, 312 8<sup>th</sup> AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-1700  
FAX (615) 532-2989**

### Mission

**“The Office of Criminal Justice Programs is committed to a safer Tennessee for all of its citizens. OCJP functions as a strategic planning agency that secures, distributes and manages federal and state grant funds for Tennessee. While collaborating with other public and non-profit agencies, OCJP utilizes these grant monies to support innovative projects statewide in efforts to reduce criminal activity, provide services for victims of crime and promote overall enhancement of the criminal justice system in Tennessee”.**

### Vision

*“Working Together For A Safe Tennessee”*

### Services

Services supporting state departments, local governments, and private agencies in achieving their program goals include:

- |                        |                            |                        |
|------------------------|----------------------------|------------------------|
| ◆ Technical Assistance | ◆ Research                 | ◆ Program Facilitation |
| ◆ Program Monitoring   | ◆ Assessment               | ◆ Program Development  |
| ◆ Planning             | ◆ Interagency Coordination | ◆ Program Management   |

### Currently Administered Programs

#### **Byrne Justice Assistance Grant (JAG) Program, (Contact) William Scollon: 615-532-2983**

The OCJP administers the Edward Byrne Justice Assistance Grant (JAG) Program. Through the Byrne JAG Grant the OCJP works in partnership with state and local government to make communities safe and to improve the criminal justice system. The Byrne JAG Grant assists state and local criminal justice agencies in reducing crime, violence and drug abuse. Special issues addressed by this program include improvement of criminal justice records in Tennessee, domestic violence prevention and intervention, prevention of school violence, drug offender prosecution and treatment, information system technology, community based program support, court and drug task force support and correctional systems improvement.

#### **Residential Substance Abuse Treatment (RSAT) Program, (Contact) Christy Vernon: 615-532-2988**

The Office administers the Residential Substance Abuse Treatment (RSAT) Grant Program. The State uses these funds to support drug treatment programs in state and local correctional institutions. This program funds projects that prepare the offender for reunification into the community by incorporating re-entry planning activities into treatment programs prior to and post-release from the correctional institution.

**Safe Neighborhood Act of 1998 (SAFE), (Contact) Tom Scollon: 615-253-1984**

The Tennessee Safe Neighborhoods Act makes available through OCJP \$6,000,000 state dollars to assist local law enforcement agencies that are actively participating in or making application for the COPS Universal Hiring Program administered through the U.S. Dept. of Justice. This SAFE funding covers 10% of the total COPS grant reducing the 25% match requirement from the local agency to 15%.

**National Criminal History Improvement Program (NCHIP), (Contact) Bruce Langsdon: 615-532-0058** The OCJP convenes the state level interagency taskforce which leads the effort to improve the collection and reporting of criminal histories throughout Tennessee's criminal justice system. The Office administers grant funds and coordinates activities statewide to improve this system.

**STOP Violence Against Women Program, (Contact) Terry Rogers: 615-532-3355 or Thom Garrison: 615-741-9954** The purpose of the STOP Violence Against Women Grant is to improve the criminal justice system's response to violence against women, to secure safety for women and to hold offenders accountable for their crime. Funding from this grant is provided to law enforcement, prosecution, courts and victim services programs.

**Victims of Crime Act (VOCA), (Contact) Lisa Au: 615-253-1982**

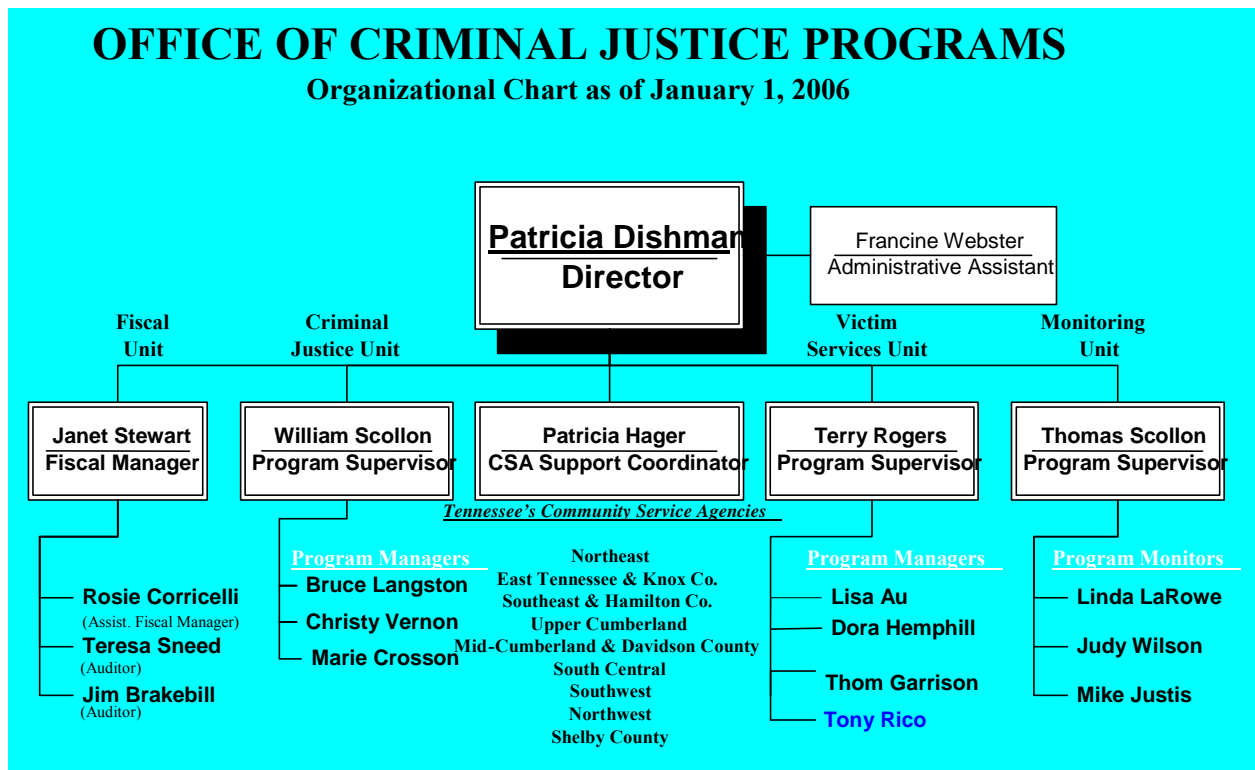
The OCJP administers Tennessee's VOCA program that is designed to provide high quality services that directly improve the health and well being of victims of crime. Priority is given to victims of child abuse, domestic violence, sexual assault and services for previously underserved victims. Currently over 100 grants are funded throughout Tennessee.

**Family Violence Shelters, (Contact) Dora Hemphill: 615-253-1983**

This OCJP program provides grants for shelter and related services to victims of family violence and their dependents. Grant shelter services are provided 24 hours a day, 7 days a week and include the following components: shelter, crisis hotline, counseling, advocacy, transportation, referral, follow-up and community education. This program currently funds more than 30 shelter grant programs.

**State Drug Court Program, (Contact) Marie Crosson: 615-253-2037**

The Drug Court Treatment Act is designed to facilitate the implementation and continuation of existing drug court treatment programs in Tennessee. The Act recognizes a need in the criminal justice system to reduce the incidence of drug use/abuse, drug addiction and crimes committed as a result of this use/abuse and addiction. The Office of Criminal Justice Programs administers the drug court treatment program by offering support, training and technical assistance to drug courts as well as awarding, administering and evaluating drug court treatment grants.





## ACRONYMS

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|                  |   |
|------------------|---|
| <b>CFR</b>       | <b>Code of Federal Regulations. The Department of Justice publishes its regulations in Title 28 of the CFR.</b> |
| <b>CONUS</b>     | <b>Continental United States</b>  |
| <b>CJRI</b>      | <b>Criminal Justice Records Improvement</b>   |
| <b>COPS</b>      | <b>Community Oriented Policing Strategy</b>   |
| <b>DHHS</b>      | <b>Department of Health and Human Services</b>  |
| <b>FVPSA</b>     | <b>Family Violence Prevention and Services Act</b>  |
| <b>F&amp;A</b>   | <b>(Department of) Finance and Administration</b>   |
| <b>FBI</b>       | <b>Federal Bureau of Identification</b>   |
| <b>GREAT</b>     | <b>Gang Resistance Education And Training</b>   |
| <b>M &amp; I</b> | <b>Meals and Incidentals</b>  |
| <b>MVM</b>       | <b>Motor Vehicle Management</b>   |
| <b>NIBRS</b>     | <b>National Incident Based Reporting System</b>   |
| <b>OCJP</b>      | <b>(Tennessee) Office of Criminal Justice Programs</b>  |
| <b>OJP</b>       | <b>United States Office of Justice Programs</b>   |
| <b>OMB</b>       | <b>United States of Management and Budget</b>   |
| <b>PE</b>        | <b>Purchase of Evidence</b>   |
| <b>PI</b>        | <b>Purchase of Specific Information</b>   |
| <b>RFP</b>       | <b>Request For Proposal</b>   |
| <b>RSAT</b>      | <b>Residential Substance Abuse Treatment</b>  |
| <b>SAFE</b>      | <b>Safe Neighborhoods Act Grant</b>   |
| <b>SAPR</b>      | <b>Subrecipient Award and Performance Report</b>  |
| <b>SAR</b>       | <b>Subrecipient Award Report</b>  |
| <b>STOP</b>      | <b>STOP Violence Against Women</b>  |
| <b>TBI</b>       | <b>Tennessee Bureau of Investigation</b>  |
| <b>TCA</b>       | <b>Tennessee Code Annotated</b>   |
| <b>TIBRS</b>     | <b>Tennessee Incident Based Reporting System</b>  |
| <b>UCR</b>       | <b>Uniform Crime Report</b>   |
| <b>UHP</b>       | <b>Universal Hiring Program</b>   |
| <b>VAWA</b>      | <b>Violence Against Women Act</b>   |
| <b>VOCA</b>      | <b>Victims of Crime Act</b>   |
| <b>YTD</b>       | <b>Year To Date</b>   |

## DEFINITIONS

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|                                 |  |
|---------------------------------|--|
| <b>Activities:</b>              | What a program does with the inputs to fulfill its mission. Activities include the strategies, techniques, and types of treatment that comprise a program's service and methodology.   |
| <b>Assistance in Filing:</b>    | Includes making victims aware of the availability of crime compensation, assisting the victim in completing the required forms, gathering the need documentation, etc. It may also include follow-up contact with the victim compensation agency on behalf of the victim.  |
| <b>Cash Match:</b>              | Includes cash spent for project-related costs. Allowable cash match must include those costs that are allowable with Federal funds with the exception of the acquisition of land, when applicable.   |
| <b>Child:</b>                   | A person who is under eighteen (18) years of age or who is reasonably presumed to be under eighteen (18) years of age.   |
| <b>Child Abuse:</b>             | Generally means an activity that endangers the physical or emotional well being of a child. Child abuse encompasses physical abuse, emotional abuse, sexual abuse, neglect of the child's physical or emotional needs, or the threat of these activities.  |
| <b>Child Abuse and Neglect:</b> | The term means any recent act or failure to act on the part of a parent or caregiver with intent to cause death, serious physical or emotional harm, sexual abuse, or exploitation, or an act or failure to act which presents an imminent risk of serious harm. This definition shall not be construed to mean that failure to leave an abusive relationship, in the absence of other action constituting abuse or neglect, is itself abuse or neglect. |
| <b>Child Abuse Agency:</b>      | A public or private non-profit agency, which serves as a "provider" of services to children who are victims of child abuse. The agency uses the victim assistance funds in providing direct services to children who are victims of child abuse.   |

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| <b>Child Maltreatment:</b>                | The term means the physical or psychological abuse or neglect of a child or youth, including sexual assault and abuse.  |
| <b>Consultant:</b>                        | Is an individual who provides professional advice or service.   |
| <b>Contracts:</b>                         | Written agreements entered into by the awarding agency, recipients or subrecipients, and commercial (profit-making) and non-profit organizations. With the exception of a few justified sole source situations, contracts are awarded via competitive processes to procure a good or service. |
| <b>Core Outcome Measures:</b>             | Minimum client benefits expected from program activities.   |
| <b>Court-Related Services:</b>            | Those that assist crime victims in participating in criminal justice proceedings including transportation to court, escort service, childcare, filing temporary restraining orders and providing emotional support to crime victims during a trial.   |
| <b>Crime Victim:</b>                      | A person who has suffered physical, sexual, financial, or emotional harm as a result of commission of a crime.  |
| <b>Criminal Justice Support/Advocacy:</b> | Refers to support, assistance, and advocacy provided to victims at any stage of the criminal justice process, to include post-sentencing services and support.  |
| <b>Crisis Counseling:</b>                 | Refers to in-person crisis intervention, emotional support, and guidance and counseling provided by advocates, counselors, mental health professionals, or peers. Such counseling may occur at the scene of a crime, immediately after a crime, or be provided on an on going-basis.          |
| <b>Crisis Hotline Counseling:</b>         | Typically refers to the operation of a 24-hour telephone service, seven (7) days a week, which provides counseling, guidance, emotional support, information and referral, etc.   |
| <b>Crisis Intervention Services:</b>      | Those service that meet urgent short-term emotional and/or physical needs of crime victims; e.g. 24 hour services, including crisis hotline.  |

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| <b>Dating Violence:</b>                | The term “dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where existence of such relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship, (2) the type of relationship, (3) the frequency of the interaction between the persons involved in the relationship.  |
| <b>Dating Partner:</b>                 | The term refers to a person who is or has been in a social relationship of a romantic or intimate nature with the abuser, and where the existence of such a relationship shall be determined based on a consideration of (a) the length of the relationship; (b) the type of relationship; and (c) the frequency of interaction between the persons involved in the relationship.   |
| <b>Domestic Violence:</b>              | The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an <b>adult or youth victim</b> who is protected from that person’s acts under the domestic <b>or</b> family violence laws of the jurisdiction receiving grant monies. |
| <b>Elder Abuse:</b>                    | <b>Refers to any action against a person who is 50 years of age or older that constitutes the willful (a) infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or (b) deprivation by a person, including a caregiver, of goods or services with intent to cause physical harm, mental anguish, or mental illness.</b>   |
| <b>Emergency Financial Assistance:</b> | Refers to cash outlays for transportation, food, clothing, emergency housing, etc.  |
| <b>Emergency Legal Advocacy:</b>       | Refers to the filing of temporary restraining orders, injunctions, and other protective orders, elder abuse petitions, and child abuse petitions but does not   |

include criminal prosecution or the employment of attorneys for non-emergency purposes, such as custody disputes, civil suits, etc.

**Emergency Services:**

Services that provide temporary shelter for crime victims who cannot safely remain in their current lodging, or provide crime victims with petty cash for meeting immediate needs related to transportation, food, shelter and other necessities.

**Equipment:**

Tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A subrecipient may use its own definition of equipment provided that such definition would at least include all equipment defined above.

**Family Violence:**

Any act or threatened act of violence, including any forceful detention of an individual, which (a) results or threatens to result in physical injury and (b) is committed by a person against another individual (including an elderly person) to whom such person is or was related by blood or marriage or otherwise legally related or with whom such person is or was lawfully residing.

**Follow-Up Contact:**

Refers to in-person contacts, telephone contacts, and written communications with victims to offer emotional support, provide empathetic listening, check on a victim's progress, etc.

**Forensic Medical Exam:**

An examination provided to a sexual assault victim by medical personnel trained to gather evidence of a sexual assault in a manner suitable for use in a court of law. The examination should include at a minimum the following: (i) examination of physical trauma; (ii) determination of penetration or force; (iii) patient interview; and (iv) collection and evaluation of evidence.

**Federal Crime Victim:**

A victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

|   |  |
|---|--|
| <b>Group Treatment:</b>                                 | The coordination and provision of supportive group activities and includes self-help, peer, social support, etc.   |
| <b>Information and Referral:</b>                        | In-person contacts with victims during which time services and available support are identified.   |
| <b>Inputs:</b>  | The types and amounts of resources invested in a program in order to deliver the services and produce the outputs and outcomes. Examples are money, staff and staff time, facilities, equipment and supplies.  |
| <b>Law Enforcement:</b>                                 | A public agency charged with policing functions, including any of its component bureaus (such as governmental victim services programs).   |
| <b>Linguistically and Culturally Specific Services:</b> | Refers to community-based services that offer full linguistic access and culturally specific services and resources, including outreach, collaboration, and support mechanisms primarily directed toward underserved communities.  |
| <b>Logic Model:</b>                                     | A logical description of how the project theoretically works to benefit the target group. The narrative description of the applicant's project must tie goals, activities, outputs and outcomes together in a logical fashion.   |
| <b>Match:</b>   | The subrecipient share of the project cost. Match may either be "in-kind" or "cash." In-kind match includes the value of donated services. Cash match includes actual cash spent by the subrecipient and must have a cost relationship to the Federal award that is being matched. (Example: Match on administrative costs should be other administrative costs not other matching program costs). |
| <b>Non-expendable Personal Property:</b>                | Tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.   |
| <b>Non-profit Organization:</b>                         | Any corporation, trust, association cooperative, or other organization which: <ul style="list-style-type: none"> <li>a: is operated primarily for scientific, educational, service, charitable, or similar purposed in the public interest.</li> <li>b: is not organized primarily for profit.</li> </ul>  |

c: uses its net proceeds to maintain, improve, and/or expand its operations.

**Obligation:**

Means a legal liability to pay under a grant, subgrant, and/or contract determinable sums for services or goods incurred during the grant term:

**Outcomes:**

Outcomes are benefits resulting for the participants from the program activities. Outcomes should describe some change in the participant's condition. The key is to show what differences a project is expected to make or what value it is expected to add to the public's well-being. Outcomes establish the benefits of the funding in measurable terms. They describe the results of the services being provided.

**Outcome Data Elements:**

Lists of the data to gather, with ideas for data gathering techniques (e.g., interviews, surveys, case file reviews).

**Outcome Indicators:**

Those specific statements that indicate *results* or achievement of the project's purposes.

**Outcome Measures:**

Those concrete, measurable data elements that we can count as statements of actual *results*.

**Outcome Reporting:**

Focuses on traditional tracking of the agency's activities and efforts, such as "headcounts" (numbers served).

**Outputs:**

Outputs describe the internal measures of the amount of work done within a project. Outputs are the direct products of program activities and usually are measured in terms of the volume of work accomplished. Out puts refer to the completion of tasks subrecipients required to accomplish over the course of a project. e.g. number of classes taught, number of people trained, number of people served.

**Output Reporting:**

Focuses on those specific changes in a client's behavior or living conditions that suggests that the services were beneficial, and that the project achieved its purpose.

**Personal Advocacy:**

Assisting victims in securing rights remedies, and services from other agencies; locating emergency financial assistance, intervening with employers, creditors, and others on behalf of the victim; assisting in filing for losses covered by public and private insurance programs including workman's

compensation, unemployment benefits, Families First, etc; and accompanying the victim to the hospital; etc.

**Personal Identifying Information:**

The term means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, including (a) a first and last name; (b) a home or other physical address; (c) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (d) a social security number; and (e) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any of subparagraphs (a) through (d), would serve to identify any individual.

**Previously Underserved Population:**

Victims and survivors of vehicular crime (DUI or DWI), elder abuse victims, adult survivors of incest or child sexual abuse, Native American victims of violent crime, survivors of victims, disabled crime victims, crime victims with a high incidence in urban areas, and crime victims unserved and underserved in rural areas.

**Priority Categories of Victim Populations:**

Adult sexual assault, child sexual abuse, child abuse, spouse abuse and previously underserved populations.

**Program Income:**

Gross income earned by the recipient, during the funding period as a direct result of the award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project. Determinations of “direct result” will be made by the awarding agency for discretionary grants and by the State for block/formula subawards. Fines and penalties are not considered program income. Program income may only be used for allowable program expenses.

**Prosecution:**

Any public office or agency charged with direct responsibility for prosecuting criminal offenders, including such officer’s or agency’s component departments or bureaus (such as governmental victim services programs). Prosecution support services, such as overseeing or participating in



statewide or multi-jurisdictional domestic violence task forces, conducting training for State and local prosecutors; or enforcing victim compensation and domestic violence-related restraining orders shall be considered “direct responsibility” for purposes of this program.

**Purpose:**

The needs to be met and the goals of the program.

**Rape:**

Unlawful sexual penetration of a victim by the defendant or of the defendant by a victim accompanied by any of the following circumstances:

1. Force or coercion is used to accomplish the act;
2. The defendant knows or has reason to know that the victim is mentally defective, mentally incapacitate or physically helpless; or
3. The sexual penetration is accomplished by fraud.

**Related Assistance:**

The provision of direct assistance to victims of family violence and their dependents for the purpose of preventing further violence, helping such victims to gain access to civil and criminal courts and other community services, facilitating the efforts of such victims to make decisions concerning their lives in the interest of safety, and assisting such victims in healing from the effects of the violence.

**Services:**

Those efforts that respond to the emotional and physical needs of crimes victim, assist primary and secondary victims of crime to stabilize their lives after a victimization, assist victims to understand and in the criminal justice system, and provide victims of crime with a measure of safety and security such as boarding up windows and replacing or repairing locks.

**Sexual Assault:**

Any non-consensual sexual act that is forced upon an intimate partner, other family member, friend, acquaintance, or stranger. Sexual assault includes rape or attempted rape (vaginal, anal or oral penetration), fondling, exposure, voyeurism, and sexual harassment. Sexual assault can occur as a single incident or in multiple episodes and is often accompanied by physical and emotional abuse.

|                               |   |
|-------------------------------|---|
| <b>Shelter:</b>               | The provision of temporary refuge and related assistance in compliance with applicable State law and regulation governing the provision, on a regular basis, which includes shelter, safe homes, meals, and related assistance to victims of family violence and their dependents.  |
| <b>Shelter/Safe House:</b>    | Refers to offering short-and long-term housing and related support services to victims and families following victimization.  |
| <b>Stalking:</b>              | A pattern of harassing or threatening behavior use to cause an individual to fear for his/her safety, or the safety of his/her family, friends, or other associates (e.g. co-workers). Victims may be former intimate partners, family members, friends, acquaintance, or strangers. Stalking may be accompanied by physical, sexual, and emotional abuse.  |
| <b>Subrecipient:</b>          | An individual and/or organization that receives Federal financial assistance from the direct recipient of Federal funds. This may include entities receiving funds as a result of block or formula awards.  |
| <b>Supplanting:</b>           | To deliberately reduce State or local funds because of the existence of Federal funds. An example would be: When State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds; thereby reducing the total amount available for the stated purpose.          |
| <b>Support Services:</b>      | Services that include follow-up counseling after the initial traumatic event; reassurance, empathetic listening and guidance; acting on the victims behalf with other social services and criminal justice agencies; and referral to other sources of assistance may be provided.   |
| <b>Survivors of Homicide:</b> | A phrase use to describe those Victims kinship with the person murdered, and who were therefore victimized not only by loss of someone close but by horrific circumstances of that untimely death. Survivors are usually thought of as family members or close friends, but at times, the term may include people with seemingly more distant relationships |

such as neighbors, schoolmates, and members of the community at large.

**Telephone Contacts:**

Contacts with victims during which time services and available support is identified.

**Therapy:**

Intensive professional psychological and psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crisis arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

**Underserved Populations:**

Populations that are underserved because of geographic location, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human services, as appropriate.

**Underserved Victims:**

These victims may be defined by demographic characteristics such as their status as senior citizens, non-English speaking residents, and disabled persons, members of racial or ethnic minorities, or by virtue of the fact that they are residents of rural or remote areas of inner cities as well as the types of crimes committed.

**Victim:**

Refers to an innocent person who has had certain categories of crimes perpetrated against her/him such as domestic violence, sexual assault and survivors of homicide victims. Also a victim is the person who, because of their reaction or needs, resulting from the crime against a primary victim, also receives services.

**Victim Compensation:**

Benefits that may be available to crime victims by the State Treasury Department, Division of Claims administration. Any person, including a child, who is an innocent victim of violent crime, is entitled to compensation in Tennessee. Such assistance may be achieved by identifying and notifying potential recipients of the available of compensation and assisting them with application forms and procedures.

## **Computer Guidelines for OCJP Grant Agencies**

The following are minimum guidelines for the computer needs of local governmental as well as non-profit agencies funded through the Office of Criminal Justice Programs. The purpose of these guidelines is to ensure computer compatibility among local agencies, the state, and the federal government. In addition, it is important to obtain equipment, which will allow the user to obtain the best capability possible. Technology becomes obsolete quickly and it is important that the most current equipment is purchased.

**Contact your OCJP Program Manager prior to the purchase of any computer equipment in order to obtain any revisions, updates, and/or restrictions.**

### **Servers**

1. Intel Pentium III 2.4 GHz processor with Dual Processor Capability
2. Minimum 512 Megabytes of SDRAM (expandable to 1 GB)
3. 40 Gigabyte Hard drive or larger (mirrored drives preferred)
4. 48X CD ROM Drive
5. 56k v.90 baud rate fax/modem
6. 3.5 inch floppy disk drive
7. 17 inch SVGA monitor
8. 8 megabytes of video RAM
9. 512 KB cache or larger
10. Ethernet Network
11. Suitable tape backup device and unattended backup software.
12. Adequately sized battery backup to prevent power problems.
13. Internal or External 56K modem to allow remote administration.

### **Workstations**

1. Intel Pentium IV 2.4 GHz processor with an upgradeable socket (Minimum)
2. Minimum 512 MB of DDR RAM (expandable to 4GB)
3. 40 Gigabyte Hard drive
4. 48x CD ROM drive
5. 56k v.90 baud rate fax/modem
6. 3.5 inch floppy disk drive
7. 17 inch SVGA monitor
8. 8 megabyte of video RAM
9. 512 KB cache or larger
10. Ethernet Network Card

### **Laptops**

1. Pentium IV 1.4 GHz processor or higher with an upgradeable socket
2. 256 MB of SD RAM (random access memory)
3. 40 Gigabyte Fixed drive
4. 24x CD ROM drive Internal or External
5. 56k v.90 baud rate fax/modem
6. 3.5 inch floppy disk drive
7. 256 KB cache
8. Ethernet Network Compatible

### **Printers**

LASER OR INK JET WITH A MINIMUM OF 600 X 600 DPI (DOTS PER INCH) RESOLUTION

### **Scanner**

OPTICAL RESOLUTION 600 X 1200 (48 BIT)

### **Software**

|                         |   |
|-------------------------|---|
| <i>Operating System</i> | Microsoft Windows 2000, XP or NT  |
| <i>Network</i>          | Windows 2000 Server   |
| <i>Support Software</i> | Microsoft Office 2000 or XP Standard or Professional Word, Excel, Power Point and Access  |
| <i>Communication</i>    | ProCom+ for Windows (communication software to dial in with modem). PCAnywhere for Windows 2000,XP, NT (remote PC software) Netscape 6.2 or higher or Microsoft Internet Explorer 6 |

# STATE OF TENNESSEE TRAVEL REGULATIONS

Click this link to review the Tennessee Travel Regulations.

<http://www.state.tn.us/finance/act/policy8.pdf>

Click this link to review the Continental United States ([CONUS](#)) Travel Regulations for out of state travel and pick the appropriate state from the map.

**PRINTED VERSIONS** will need to type the web site address referenced below in their internet explorer address box. Click "Go". You will be directed to a "Per Diem Overview" web page. Look to the left and locate the links beneath the word "Overview". Click on \*Per Diem Rates. You will then be directed to a USA map. Click on the state you are traveling to. You will then see the list of cities. Locate the city you are traveling to and the per-diem rates will be to the right.

**Print** versions will need to type the link below into the web browser on an Internet capable computer.

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA\\_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT](http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&oid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT)

## **OCJP Sub-Contract Agreement Model**

Subrecipient agencies may not enter into a subcontract for any of the services performed under the grant contract without obtaining **prior written approval** from OCJP. Notwithstanding the use of any approved subcontractors, the subrecipient agency is considered the prime contractor and is responsible for all work performed.

### **A. Contract Model to be used by Local Government and Non-Profit Agencies**

The attached model is for use by Local Government Agencies and Non-profit Agencies. The OCJP Subrecipient Contractual Agreement Format must be used for all subrecipient contracts with other entities

### **B. Contract Model for State Agencies**

State Agencies should follow the approved Office of Contracts Review models as found at:

[www.state.tn.us/finance/rds/ocr/model.html](http://www.state.tn.us/finance/rds/ocr/model.html)

Listed below are links for the available contract shells that can be used for this purpose. Click on the link below for the appropriate contract shell.

#### **Cost Reimbursement Grant**

(for use in subcontracting with Non-Profit Agencies)

#### **Another State Agency**

(for use in interdepartmental grant contracts between state agencies in which payments are to be made by means of the “journal voucher” process)

#### **Federal / Tennessee Government**

(for use in subcontracting with Federal or Tennessee Government entities that are not state agencies or higher education institutions)

#### **Tennessee College/University**

(for use in subcontracting with higher education institutions of Tennessee)

**CONTRACT BETWEEN  
[AGENCY NAME]  
AND  
[CONTRACTOR NAME]**

This Contract, by and between [AGENCY NAME], hereinafter referred to as the "Agency" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of [SHORT DESCRIPTION OF THE SERVICE], as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

A.1. [DESCRIBE IN DETAIL THE SERVICES THE CONTRACTOR IS TO PROVIDE TO THE AGENCY AND THE SERVICES THAT THE AGENCY IS TO PROVIDE TO THE CONTRACTOR]

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE]. The Agency shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The Agency reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than [[WRITTEN NUMBER] ([NUMBER]) NO GREATER THAN FIVE] years, provided that the Agency notifies the Contractor in writing of its intention to do so at least [WRITTEN NUMBER] ([NUMBER]) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the Agency's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.



The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the Agency. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the Agency requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The Agency is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the Agency under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the Agency in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

| <u>SERVICE UNIT/MILESTONE</u> | <u>AMOUNT</u>     |
|-------------------------------|-------------------|
| [UNIT/MILESTONE EVENT]        | \$(NUMBER AMOUNT] |
| [UNIT/MILESTONE EVENT]        | \$(NUMBER AMOUNT] |

The Contractor shall submit monthly invoices, in form and substance acceptable to the Agency with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
- C.5. Payment of Invoice. The payment of the invoice by the Agency shall not prejudice the Agency's right to object to or question any invoice or matter in relation thereto. Such payment by the Agency shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Agency, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Agency is not bound by this Contract until it is approved by the appropriate Agency officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment

executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

- D.3. Termination for Convenience. The Agency may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Agency. The Agency shall give the Contractor at least [WRITTEN NUMBER] ([NUMBER]) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Agency be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the Agency shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Agency. If such subcontracts are approved by the Agency, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the Agency as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar notices prepared and released by the Contractor shall include the statement, "This project is funded under an agreement with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs." Any such notices by the Contractor shall be approved by the State
- D.9. Records. The Contractor shall maintain documentation for all charges against the Agency under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Agency, the Comptroller of the Treasury, or their duly appointed

representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Agency as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the Agency, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. Agency Liability. The Agency shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Agency or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a

matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Agency:

[NAME AND TITLE OF AGENCY CONTACT PERSON]  
[AGENCY NAME]  
[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[CONTRACTOR NAME]  
[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of Agency and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Agency reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the Agency. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— failure to perform in accordance with any term or provision of the Contract;

- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a “Breach.”

a. Contractor Breach— The Agency shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the Agency shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the Agency may assess Liquidated Damages. The Agency shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor’s obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment [NUMBER] and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the Agency in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the Agency pursuant to the indemnity provision or other section of this Contract.

The Agency may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the Agency exercises its option to declare a Partial Default, or the Agency terminates the Contract. The Agency is not obligated to assess Liquidated Damages before availing itself of any other remedy. The Agency may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the Agency may declare a Partial Default. In which case, the Agency shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the Agency will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the Agency may revise the time periods contained in the notice written to the Contractor.

In the event the Agency declares a Partial Default, the Agency may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the Agency of providing the defaulted service, whether said service is provided by the Agency or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be

entitled to receive within five (5) days any requested material from Contractor. The Agency shall make the final and binding determination of said amount.

The Agency may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Agency in the event a Partial Default is taken

- (4) **Contract Termination**— In the event of a Breach, the Agency may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the Agency. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the Agency may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the Agency at law or at equity. The Contractor shall be liable to the Agency for any and all damages incurred by the Agency and any and all expenses incurred by the Agency which exceed the amount the Agency would have paid Contractor under this Contract. Contractor agrees to cooperate with the Agency in the event of a Contract Termination or Partial Takeover.

- b. **Agency Breach**— In the event of a Breach of contract by the Agency, the Contractor shall notify the Agency in writing within 30 days of any Breach of contract by the Agency. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the Agency's Breach. In no event shall any Breach on the part of the Agency excuse the Contractor from full performance under this Contract. In the event of Breach by the Agency, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the Agency written notice and opportunity to cure as described herein operates as a waiver of the Agency's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. **Partial Takeover**. The Agency may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the Agency. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the Agency will assume and the date of said assumption. Any Partial Takeover by the Agency shall not alter in any way Contractor's other obligations under this Contract. The Agency may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the Agency. The amounts shall be withheld effective as of the date the Agency assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the Agency any actual, general, special, incidental, consequential, or any other damages

whatsoever of any description or amount.

- E.6. Agency Ownership of Work Products. The Agency shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the Agency under this Contract. The Agency shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the Agency, in accordance with the Contract and applicable Agency law.
- E.7. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.8. Agency Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Agency for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Agency in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the Agency for the residual value of the property at the time of loss.
- E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Contractor's Proposal
  - c. The Request for Proposal and its associated amendments
  - d. Technical Specifications provided to the Contractor
  - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.12. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the Agency.
- E.13. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Agency hereunder in commercial advertising in such a manner as to Agency or imply that the Contractor or the Contractor's services are endorsed.
- E.14. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the Agency or acquired by the Contractor on behalf of the Agency shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the Agency's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the Agency to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the Agency's information; or, disclosed by the Agency to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.15. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Agency for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the Agency, the Contractor shall satisfy and indemnify the Agency for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the Agency in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Agency. The Agency shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.



- E.16. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the Agency, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. if you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive Agency funded services.

- E.17. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.18. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment [NUMBER] , shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.19. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the Agency for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Agency in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Agency.

In the event of any such suit or claim, the Contractor shall give the Agency immediate notice thereof and shall provide all assistance required by the Agency in the Agency's defense. The Agency shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-

- E.21. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.22. HIPAA Compliance. The State and Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
  - b. Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Grant Contract so that both parties will be in compliance with HIPAA.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this Grant Contract is NOT “protected health information” as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E. 23. XML Language Compatibility. The Grantee agrees that if grant funds are used to purchase computer systems then the Grantee shall ensure that the systems are XML compatible.
- E.24. Counter-terrorism Efforts. The Grantee agrees when funds are spent on counter-terrorism or first-responder efforts, the Grantee shall notify the State of Tennessee’s Department of Homeland Security to ensure coordination of such efforts.
- E.25. National Historical Preservation Act Compliance The Grantee shall adhere to the National Historical Preservation Act Compliance, Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470, et seq., as amended) which states that prior to use of any grant funds to

renovate, alter, or otherwise improve the exterior or interior of a building, applicants for federal funds must establish identification, record keeping, reporting, consultation and decision-making processes within their programs or procedures for administering grant funds. The Grantee agrees to contact the Office of Criminal Justice Programs for additional implementation guidance before deciding on any renovation work for which the Grantee is unsure of the application of this condition.

**IN WITNESS WHEREOF:**

**[CONTRACTOR LEGAL ENTITY NAME]:**

---

**[NAME AND TITLE]**

**Date**

**[AGENCY NAME]:**

---

**[NAME AND TITLE]**

**Date**

**TENNESSEE CERTIFICATION OF COMPLIANCE  
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,  
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS  
FOR SUBGRANTS ISSUED BY THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION,  
OFFICE OF CRIMINAL JUSTICE PROGRAMS, NASHVILLE, TENNESSEE**

*INSTRUCTIONS: Complete the identifying information below. Read Parts I and II of this form completely, identifying under Part "I", the person responsible for reporting civil rights findings and under Part "II" checking one certification (A, B, C1, C2) that applies to your agency. Please obtain the signature of the Authorized Official at the bottom of page 2, forward a copy of this form to the person identified under Part "I", and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 8<sup>th</sup> Ave North, 12<sup>th</sup> Floor, Nashville, TN 37243-1700 with your signed contracts.*

**Grant #:** \_\_\_\_\_ **Grant Project Title:** \_\_\_\_\_

Agency Name (Funded Subgrantee): \_\_\_\_\_

Address: \_\_\_\_\_

**Duration of Grant:**

Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_ Award Amount: \_\_\_\_\_

Project Director's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

**AUTHORIZED OFFICIAL'S CERTIFICATION:** As the Authorized Official for the above Subgrantee Agency, I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

**I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:** All subgrant recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

- I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
- I also certify that the person in this agency or unit of government who is responsible for reporting **formal and informal** civil rights **complaints** and/or findings of discrimination will submit these **complaints** and/or findings, if any, to the Tennessee Office of Criminal Justice Programs within the Department of Finance and Administration within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified below:

**Person identified as the Agency Compliance Coordinator responsible for reporting civil rights complaints and/or findings of discrimination:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

### EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

Check certification box (A, B, C1 or C2 below) that applies: (Only **one** box may be checked per agency/funding entity.)

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) or (3), below, apply.]** (This Certification applies to most non-profits and small agencies.) Check (1), (2) **and/or** (3) as they apply to your entity. (More than one may apply.)

This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period, and:

\_\_\_ (1) is an educational, medical or non-profit institution or an Indian Tribe; **and/or**

\_\_\_ (2) has less than 50 employees; **and/or**

\_\_\_ (3) was awarded through this grant from the Tennessee Office of Criminal Justice Programs less than \$25,000 in federal U. S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301. et seq.

- ☐ **CERTIFICATION "B" [EEOP MUST BE ON FILE]**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than \$25,000, but less than \$500,000 in federal U. S. Department of Justice funds. Also, it has not been awarded more than \$1 million cumulatively from all programs administered through federal grant funding over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et seq., sub part E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Tennessee Office of Criminal Justice Programs or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C1" (EEOP MUST BE SUBMITTED)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than \$500,000 in federal U. S. Department of Justice funds, but it has not been awarded more than \$1 million cumulatively from all programs administered through federal grant funding over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency, to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- ☐ **CERTIFICATION "C2" (EEOP MUST BE SUBMITTED)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees has been awarded \$1 million cumulatively from all programs administered by the U. S. Department of Justice or any federal agency, including this subgrant from the Tennessee subgrant from the Tennessee Office of Criminal Justice Programs, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

I certify that I have read and am fully cognizant of our duties and responsibilities under this Certification.

☐ (Please check)

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in section 8 of attachment A)."

Name, Title and address of certifying designee:  
(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EEOP Certification Chart

| Entity Type   | Number of Employees | Dollar Amount  | Agency to Submit EEOP to OCR | Certification Required                       | Assurance Required | Send Findings of Discrimination |
|---|---------------------|--|------------------------------|--|--------------------|---------------------------------|
| Educational, Medical, Nonprofit, or Indian Tribe        | Does not matter     | Does not matter  | NO                           | Yes<br>Certifying entity type is exempt      | YES                | YES                             |
| State or Local Governments and For-profit organizations | Does not matter     | less than \$25K  | NO                           | Yes<br>Certifying less than \$25K            | YES                | YES                             |
| State or Local Governments and For-profit organizations | Less than 50        | Does not matter  | NO                           | Yes<br>Certifying less than 50 employees     | YES                | YES                             |
| State or Local Governments and For-profit organizations | 50 or more          | More than \$25,000 and less than \$500,000   | NO                           | Yes<br>Certifying EEOP is on file for review | YES                | YES                             |
| State or Local Governments and For-profit organizations | 50 or more          | More than \$500,000 for one grant <b>OR</b> an aggregate of \$1,000,000 or more in 18 months | YES                          | NO   | YES                | YES                             |



STATE OF TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION  
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME: \_\_\_\_\_

Federal Identification Number or Social Security Number \_\_\_\_\_ (under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (*select type of account*) \_\_\_\_\_ CHECKING or \_\_\_\_\_ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

\*\*\*\*\*

Do you currently receive payments from the State through ACH? \_\_\_\_\_ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? \_\_\_\_\_ (Yes or No). If yes, please specify the account that should be changed: ABA No. \_\_\_\_\_ Account No. \_\_\_\_\_. Is this authorization only for certain types of payments? \_\_\_\_\_ (Yes or No). If yes, please indicate types:

\*\*\*\*\*

**Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.**

Bank official contacted: \_\_\_\_\_ Phone No. \_\_\_\_\_

\*\*\*\*\*

DEPOSITORY/BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ACH TRANSIT / ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

NAME(S) \_\_\_\_\_

(Please print names of authorized account signatory)

SIGNED X \_\_\_\_\_ SIGNED X \_\_\_\_\_

**PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):**

**PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:**

Contact name: \_\_\_\_\_ Telephone No. \_\_\_\_\_

**FOR STATE USE ONLY:**

Contact Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

FA-0825(Rev. 4/96)

# SUBSTITUTE W-9 FORM

## REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

---

### 1. Please complete general information:

Taxpayer Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Business Name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

---

### 2. Circle the most appropriate category below: (please circle only one)

- 1) Individual (not an actual business)
  - 2) Joint account (two or more individuals)
  - 3) Custodian account of a minor
  - 4)
    - a. Revocable savings trust (grantor is also trustee)
    - b. So-called trust account that is not a legal or valid trust under state law
  - 5) Sole proprietorship (using a social security number for the taxpayer ID)
  - 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
  - 7) A valid trust, estate, or pension trust
  - 8) Corporation
  - 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
  - 10) Partnership
  - 11) A broker or registered nominee
  - 12) Account with the US Department of Agriculture in the name of a public entity that receives agricultural program payments
  - 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 501(c)3 entities)
-



---

**3. Fill in your taxpayer identification number below: (please complete only one)**

**1) If you circled number 1-5 above, fill in your Social Security Number.**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**2) If you circled number 6-13 above, fill in your Federal Employer Identification Number (EIN).**

\_\_\_\_ - \_\_\_\_\_

---

**4. Sign and date the form:**

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I circled category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (if applicable) \_\_\_\_\_

**TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION  
OCJP INVOICE FOR REIMBURSEMENT FORM  
25 BUDGET/COST CATEGORY LINE ITEMS**

|   |  |   |   |   |   |  |
|---|--|---|---|---|---|--|
| <b>NAME &amp; ADDRESS OF<br/>CONTRACTOR/<br/>SUBRECIPIENT</b> |  | <b>CLAIM PERIOD</b>   |   |   |   |  |
|   |  | <b>INVOICE ENDING DATE:</b>   |   |   |   |  |
|   |  | <b>CONTRACT PERIOD:                      FROM:                      TO:</b> |   |   |   |  |
| <b>Program</b>  |  | <b>CONTRACT #</b>   |   |   |   |  |
| <b>FEDERAL ID #</b>   |  | <b>CONTACT PERSON/TELEPHONE<br/>NO.</b>                                     |   |   |   |  |
| <b>COST CATEGORY</b>  | <b>(A)<br/>TOTAL<br/>CONTRACT<br/>BUDGET</b> | <b>(B)<br/>YTD ACTUAL<br/>EXPENDITURES<br/>THRU(M/D/Y):</b>                 | <b>(C)<br/>CURRENT MONTH'S<br/>ACTUAL<br/>EXPENDITURES.</b> | <b>(D)<br/>REIMBURSEMENT<br/>PERCENTAGE</b> | <b>(E)<br/>AMOUNT<br/>DUE<br/>(C TIMES D)</b> | <b>(F)<br/>FOR OFFICE<br/>USE<br/>ONLY</b> |
| 01 Salaries and Wages   |  |   |   |   |   |  |
| 02 Employee Benefits & Payroll Taxes                          |  |   |   |   |   |  |
| 03 Total Personnel Expenses                                   |  |   |   |   |   |  |
| 04 Professional Fees  |  |   |   |   |   |  |
| 05 Supplies   |  |   |   |   |   |  |
| 06 Telephone  |  |   |   |   |   |  |
| 07 Postage and Shipping                                       |  |   |   |   |   |  |
| 08 Occupancy  |  |   |   |   |   |  |
| 09 Equipment Rental and Maintenance                           |  |   |   |   |   |  |
| 10 Printing and Publications                                  |  |   |   |   |   |  |
| 11 Travel   |  |   |   |   |   |  |
| 12 Conferences and Meetings                                   |  |   |   |   |   |  |
| 13 Interest   |  |   |   |   |   |  |
| 14 Insurance  |  |   |   |   |   |  |
| 15 Grants and Awards  |  |   |   |   |   |  |
| 16 Specific Assistance to Individuals                         |  |   |   |   |   |  |
| 17 Depreciation   |  |   |   |   |   |  |
| 18 Other Nonpersonnel Expenses                                |  |   |   |   |   |  |
| 18a   |  |   |   |   |   |  |
| 18b   |  |   |   |   |   |  |
| 18c   |  |   |   |   |   |  |
| 18d   |  |   |   |   |   |  |
| 19 Total Nonpersonnel Expenses                                |  |   |   |   |   |  |
| 20 Reimbursable Capital Purchases                             |  |   |   |   |   |  |
| 21 TOTAL. DIRECT PROGRAM EXPENSES                             |  |   |   |   |   |  |
| 22 Administrative Expenses                                    |  |   |   |   |   |  |
| 23 TOTAL DIRECT & ADMIN. EXPENSES                             |  |   |   |   |   |  |
| 24 In-Kind Expenses   |  |   |   |   |   |  |
| 25 TOTAL EXPENSES   |  |   |   |   |   |  |

I certify to the best of my knowledge and belief that the data above is correct and that all expenditures were made in accordance with the contract conditions and that payment is due and has not been previously requested.

**CONTRACTOR/SUBRECIPIENT'S  
AUTHORIZED SIGNATURE**

**RECOMMENDED FOR PAYMENT  
CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION**

\_\_\_\_\_  
**TITLE**  
\_\_\_\_\_  
**DATE**  
\_\_\_\_\_

\_\_\_\_\_  
**TITLE**  
\_\_\_\_\_  
**DATE**  
\_\_\_\_\_

**TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF CRIMINAL JUSTICE PROGRAMS (OCJP)  
INVOICE FOR REIMBURSEMENT INSTRUCTIONS**

The Invoice for Reimbursement Form is used to request **reimbursement** for expenditures incurred by the subrecipient. Please ensure that the proper OCJP Invoice for Reimbursement Form is used. The expenditure must be an allowable expenditure according to the appropriate OCJP Administrative Manual and/or appropriate Office of Management and Budget (OMB) cost principles. Funds can only be disbursed upon receipt of a **properly prepared invoice**. Funds cannot be disbursed based on **budgeted** amounts. The expense must have actually occurred before reimbursement can be made.

There are **two** options available for submitting the monthly Invoice for Reimbursement Form, (1) mailing in the paper form, **or** (2) **submitting the form** electronically—by e-mail (or diskette, if subrecipient does not have e-mail).

The preferred preference for submitting the monthly Invoice for Reimbursement Form is **electronically**. In order to expedite and support the use of e-mail for subrecipient invoice submission for OCJP subrecipients who utilize Excel spreadsheet software, the F & A Office of Business and Finance will customize the Invoice for Reimbursement Form for individual agencies. OCJP subrecipients who would like to submit electronically **can** contact [OCJP\\_INVOICE@state.tn.us](mailto:OCJP_INVOICE@state.tn.us) to request invoice electronic filing. Upon request, OBF will complete parts of the Invoice Form heading and budget information, and enter formulas that will calculate some of the invoice columns. OBF will then forward by email the form to the respective subrecipient (or mail a diskette, if the subrecipient does not have email) for the subrecipient completion of the allowable expenditures for each monthly invoice.

The instructions for the Invoice for Reimbursement are as follows:

PLEASE NOTE: If you are required to have or do have a CASH match, add the cash match to your federal dollars on the appropriate line items. If you are allowed to have an in-kind match (defined fully in your OCJP Administrative Manual), add the in-kind match on Line 24 of FORM I ; In-Kind Expenses.

1. Complete the **heading** filling in the subrecipient agency's name and address, the related program area (Byrne/JAG, Family Violence, VOCA, STOP, RSAT, LLEBG, etc.), federal employer identification number, claim period (e.g., July, August, September...), invoice ending date, contract period, contract# (i.e., **Z#**), and the contact person's name and telephone number.
2. Report the expenditures in detail according to the Cost Categories of the approved budget.
3. Column A- Record the total approved budget amounts (federal plus in-kind and/or cash match) for each appropriate cost category. Cash match should be included with the federal amount on the appropriate line items/cost category and/or in-kind match on Line 24.
4. Column B- Record the year-to-date actual expenditures incurred (include match). **NOTE:** The expenditure amounts in Column B and Column C will be the same only for the first claim submitted; thereafter, Column B will be an accumulating total of monthly expenditures.
5. Column C- Report the total **allowable** expenditures for the month or claim period (including match).
6. Column D- Record the reimbursement percentage which is the federal or state share of the expenditure. If unsure of the federal share please see budget summary in your contract for the appropriate percentage..

6. Column E- Multiply the Total Expenses line item of Column C times the percentage in Column D to figure the total amount to be reimbursed.
7. Column F- For office use only.

To submit the Invoice for Reimbursement Form, send e-mail to [OCJP\\_INVOICE@state.tn.us](mailto:OCJP_INVOICE@state.tn.us) . For paper and diskette submission, mail to the Office of Business & Finance **(DO NOT MAIL TO OCJP)**.

**OCJP INVOICE**  
**Department of Finance and Administration**  
**Office of Business and Finance**  
**20<sup>th</sup> Floor William R. Snodgrass Tennessee Tower**  
**312 8<sup>th</sup> Avenue North**  
**Nashville, TN 37243**

# **Policy 03**

## **Tennessee Uniform Subrecipient Reporting For Non-profit Agencies**

<http://www.state.tn.us/finance/rds/policy03.pdf>



*Office of Criminal Justice Programs*

**Project Equipment Summary Report**

**(This report is due by July 31<sup>st</sup> of each fiscal year)**

1. Project Grant Number:
2. Report Date:
3. Project Name:
4. Agency Name:
5. Name of Person Completing Report:

This report must be completed for each project. It reports equipment purchased with grant or match funds in the current fiscal year of the grant. List the type of equipment, brand name and model number and purchase price for all equipment purchased with grant or match funds.

**“All projects must submit this report but only if equipment was purchased during the fiscal year in question”.**

| <b>List all equipment purchased during fiscal year</b> |                                      |                       |
|--|--------------------------------------|-----------------------|
| <b>Type of Equipment</b>                               | <b>Brand Name &amp; Model Number</b> | <b>Purchase Price</b> |
|  |                                      |                       |
|  |                                      |                       |
|  |                                      |                       |
|  |                                      |                       |
|  |                                      |                       |
|  |                                      |                       |
|  |                                      |                       |





*Office of Criminal Justice Programs*

**QUARTERLY PROGRAM INCOME SUMMARY REPORT  
(STATE AND LOCAL GOVERNMENTS ONLY)**

All income generated as a direct result of an agency-funded project shall be deemed program income [\(See Chapter IV of OCJP Administrative Grant Manual for Subrecipients\)](#).

**Project Title**

**Grant No.**

**Agency Name**

**Agency Address**

**Person Completing Report**

| REPORT FOR QUARTER ENDING:  | SEPT  | DEC | MAR                         | JUNE                 |
|-----------------------------|---|-----|-----------------------------|----------------------|
| (Check one only)            |   |     |                             |                      |
|                             | Accumulated<br>Previously This<br>Contract Period |     | Accumulated<br>This Quarter | Total<br>Accumulated |
| Forfeited Funds (Cash Only) | \$  | +   | \$                          | = \$                 |
| Forfeited Property          | \$  | +   | \$                          | = \$                 |
| Other Program Income        | \$  | +   | \$                          | = \$                 |
| Total Program Income        | \$  | +   | \$                          | = \$                 |

\_\_\_\_\_  
(Financial Officer's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Project Director's Signature)

\_\_\_\_\_  
(Date)





## *Office of Criminal Justice Programs*

# QUARTERLY PROGRAM INCOME SUMMARY REPORT INSTRUCTIONS (STATE AND LOCAL GOVERNMENTS ONLY)

State and Local Governments are required to provide the Office of Criminal Justice Programs with this report, within thirty (30) days of the ending of each quarterly period of the contract year. If no program income is generated, this form may be submitted annually 30 days after the end of the fiscal year or end of the grant period. The OCJP Subrecipient Quarterly Program Income Summary Report Form should be used for this report.

Note: This report is for State and Local Government use only.

**All income generated as a direct result of an agency-funded project shall be deemed program income** [\(See OCJP Chapter IV of the OCJP Grant Administrative Manual for Subrecipients\).](#)

**Project Title:** Indicate the name of your grant funded project.

**Agency Name:** Provide complete agency name.

**Agency Address:** Provide complete agency address.

**Person Completing Report:** Provide the name of the individual who actually prepared report.

**Report for Quarter Ending:** Check appropriate quarter.

**Forfeited Funds (Cash Only):** Refers to forfeited cash that has been awarded to your agency.

**Forfeited Property:** Refers to all other forfeited property awarded to your agency.

**Other Program Income:** Refers to program income besides that which has been forfeited, such as tuition, fees or royalties.

**Accumulated Previously This Contract Year:** Refers to the amounts that have been accumulated since the beginning of the new contract year (July - June).

**Accumulated This Quarter:** Refers to amounts that have accumulated only in the quarter being reported.

**Total Accumulated:** This column is the total of "Accumulated Previously..." and "Accumulated This Quarter" columns

## **CENTRALIZED JOURNAL VOUCHERS**

### **Background:**

For some time, the manual “J” type journal voucher has been one of the most time consuming and slowest documents to process. Typically, when the monthly reports are issued, the billing agency prepares a “J” type billing document to send to the paying agency. The journal voucher may first go to program staff who must approve the journal voucher and forward it to the fiscal office for processing.

This process often results in the initial invoice being paid by the billing agency long before costs are reimbursed by the paying agency. This is especially problematic when the paying agency is seeking reimbursement of federal funds for expenditures.

### **Objective:**

To minimize the time between the initial expenditure by the billing agency and recording of the expenditure against the paying agency's budget.

### **Methodology:**

In those instance where the billing agency records costs to be billed to another agency in a dedicated cost center, grant, or agency object, the two agencies involved will sign the attached billing agreement and forward the agreement to Juanita McCrary in the Division of Accounts.

The Division of Accounts will then generate a front end billing for the two agencies. The frequency of this billing will be based on the chart below:

| <b><u>Amount</u></b>        | <b><u>Frequency</u></b> |
|-----------------------------|-------------------------|
| Up to \$100,000             | Monthly                 |
| Over \$100,000 to \$500,000 | Weekly                  |
| Over \$500,000              | Daily                   |

Billings will be monitored daily to determine which transactions should process.

The only documentation the Division of Accounts will supply with the front-end journal voucher will be a listing of the transactions involved in the billings. The agency receiving the revenue will be required to supply additional documentation to the paying agency at the agreed upon frequency. Both the billing and paying agency are responsible for maintaining adequate supporting documentation for audit purposes, as Accounts will not be maintaining detailed supporting documentation.

For questions relating to the Centralized Journal Voucher Procedure, please contact [OCJP JV @state.tn.us](mailto:OCJP JV @state.tn.us) .

TO: F&A, Division of Accounts

FROM:

SUBJECT: Agency Agreement for Direct Billing of Expenditures

DATE:

**Billing Agency**

The following charges should be billed to the Department of \_\_\_\_\_ for \_\_\_\_\_ program.

The charges involved can be identified in STARS as follows:

| <u>Allotment</u> | <u>Index</u> | <u>Percentage Grant</u> | <u>to be Billed</u> | <u>Object</u> |
|------------------|--------------|-------------------------|---------------------|---------------|
|------------------|--------------|-------------------------|---------------------|---------------|

These amounts should be credited to my agency as follows:

| <u>Allotment</u> | <u>Index</u> | <u>Grant</u> | <u>Rev</u> | <u>Agency Rev</u> |
|------------------|--------------|--------------|------------|-------------------|
|------------------|--------------|--------------|------------|-------------------|

Approved \_\_\_\_\_  
Fiscal Officer

**Paying Agency**

The charges above should be billed to my agency as follows:

| <u>Allotment</u> | <u>Index</u> | <u>Grant</u> | <u>Ref Doc No</u> | <u>Obj</u> | <u>Agy Obj</u> |
|------------------|--------------|--------------|-------------------|------------|----------------|
|------------------|--------------|--------------|-------------------|------------|----------------|

Approved \_\_\_\_\_  
Fiscal Officer

## **NON-PROFIT ORGANIZATIONS**

A non-profit organization is defined as any corporation, trust, association, cooperative, or other organization which:

- (a) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) is not organized primarily for profit; and
- (c) uses its net proceeds to maintain, improve, and/or expand its operations.

### **Governing Board Responsibility**

The governing board of non-profit organizations is the legal contracting entity and ultimately is responsible for its overall operation.

In a non-profit agency, the governing board is a board of directors whose main function is to establish policies and to adopt rules, regulations and bylaws consistent with the purposes of the agency. It is responsible, also, for resolving management issues, evaluating the performance of the executive director, and functioning in an advisory capacity to the executive director. The board chairperson and members of the board should be residents of Tennessee.

The grant is generally signed by the board chairperson, thus making the board of directors or governing board financially liable for the service program described in the legal agreement. Board responsibilities include, but are not limited to the following:

- ◆ Ensuring that all necessary requirements of OCJP relative to the grant are met;
- ◆ Establishing policies and adopting rules, regulations, and bylaws consistent with the purpose of the agency
- ◆ Establishing accounting systems and fiscal controls consistent with generally accepted accounting principles and good business practice;
- ◆ Establishing policies prohibiting nepotism whether between the board and the agency or within the agency itself;
- ◆ Using good judgment to avoid even the appearance of a conflict of interest;
- ◆ Active involvement in directing the agency's operations through the process of regular board meetings held in accordance with the agency's bylaws;
- ◆ **Ensuring board minutes are maintained and kept on file for review by OCJP Monitoring staff;**
- ◆ Accepting liability for and resolving any costs questioned as the result of audits.

## **CULTURALLY COMPETENT STAFF AND LANGUAGE ACCESS**

Title VI of the Civil Rights Act of 1964 states “*No person in the United States shall, on ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*”

The following is a list of components or goals for an agency/organization to adopt to ensure that a culturally competent staff is maintained as well as appropriate language access for non-English speaking clients:

- Work to assure that staffing patterns adequately reflect the demographics of the populations being served
  - Identify the level of unequal accessibility for non-English speaking clients within a victim service organization
  - Appropriate financial compensation should be a consideration when hiring staff members with additional skills. According to Latino Social Work Organizations, an additional \$4,000 is adequate compensation for the additional language skill
- Agencies should include a specific description of the bilingual services offered in the organization’s brochures and/or websites
  - Materials offered to clients must take into account race discrimination, socioeconomic segregation, language limitations, and immigrant women’s lack of knowledge about U.S. laws
  - Include a specific description of language-appropriate services on paper; this gives potential clients clear expectations and holds agencies accountable for providing culturally appropriate services
  - When an agency states that they offer bilingual services, the level and timeframe should be articulated in both languages on all materials
- Respect diversity within diversity and dialect variance within other communities/ethnicities by incorporating language accessibility and cultural competency into all mandated staff and volunteer training
- Allocate sufficient funds for second-language materials, bilingual staff, interpreters, etc.
- All program staff, substitutes, and volunteers should receive training in victim’s language rights and in how to advocate for those rights
- All program staff, substitutes, and volunteers should be trained in how to work with an interpreter
- Having a single part-time staff or volunteer does not make an agency bilingual; identifying an agency’s limitations is a must; not doing so may contribute to revictimization
- When bilingual staff or volunteers are not available, staff should subscribe to a professional interpreter service such as the AT&T Language Line
- Contract with interpreters who provide services in each of the languages represented in the community who will work with the agency as needed to help offer a full range of services.

- These interpreters should complete specialized training, according to the needs of the agency
  - When hiring interpreters, the agency should preferentially use licensed or certified interpreters and/or interpreters who have completed specialized training in mental health and domestic and sexual violence.
- Hiring multiple interpreters, or a corps of interpreters, avoids conflicts that arise in small ethnic communities where the interpreter may be a friend of the abuser or in the abuser's family and may not respect confidentiality
- An interim approach could include working with bilingual staff at other agencies who will assist by offering both interpretation and support for immigrant and non-English speaking women
- An agency could also recruit a group of volunteer interpreters
- It is dangerous and inappropriate to use the victim's companions or children, regardless of age, as interpreters because:
  - The companion may be the abuser
  - The victim may edit their conversation because they fear their words will be spread in the community
  - The victim may edit their conversation to protect their children because the knowledge of abuse may traumatize or endanger them
  - The victim may edit their conversation to protect her dignity (e.g., in many cultures, it is deemed inappropriate to share relationship or sexual problems with one's children)
  - Staff should never ask the victim in front of her companion if she wishes him to serve as the interpreter because the companion may be the abuser.
- Community based organizations that serve immigrant communities can help recruit volunteers
- Because bilinguals often read newspapers in both English and another language, placing advertisements in local non-English newspapers and newsletters may often yield results
- Internship programs often attract bilingual/bicultural students and can be recruited as staff in the future
- The following can help agencies cultivate the language skills of their existing staff:
  - Paying for language-training classes for current staff
  - Bringing in a language instructor to the agency's office to provide classes during working hours
  - Providing paid leave time to staff to take language classes
- Agencies that place a priority on hiring bilingual staff each time there is an opening will eventually become better providers
- Mail job announcements to agencies and organizations who serve diverse communities
- Mail job announcements to language departments, Latin/Asian/Afro-American studies departments of local universities, and university papers
- Develop a list of ethnic language minority newspapers and newsletters in which to advertise

- Although hiring bilingual individuals from different cultures does not in itself ensure that the staff is culturally competent and sensitive, this practice is a critical component to the delivery of relevant and effective services for all consumers
- The goal of staff diversity should be incorporated into organization's mission statements, strategic plans, and goals
- Organizations should use proactive strategies, such as incentives, mentoring programs, and partnerships with local schools and employment programs to build diverse workforce capacity
- Staff education and training is crucial to ensure cultural competency because all staff will interact with clients representing different ethnicities, acculturation levels, and social and economic standing
- Organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally competent services
- Organizations should conduct initial and ongoing organizational self-assessments and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations
- Determine number or proportion of persons who would be excluded from services due to language barriers
- Interpreters should:
  - Be proficient and have the ability to communicate accurately in both English and the other language
  - Have knowledge in both languages of specialized terms
  - Understand rules regarding confidentiality and impartiality
  - Adhere to their role as interpreters, not as advisors or counselors
- It should be ensured that the client feels comfortable with the interpreter
- The interpreter should initially work with the client on a safety plan that includes language access and continuing contact with the agency
- Make sure voice mail is in different languages or develop a plan with clients for them to be able to leave a message
- Ensure that everyone who is in contact with the non-English speaking client is aware of how to access an interpreter